

## IN THE FAIR WORK COMMISSION

AM2016/31

S 156 - Four Yearly Review of Modern Awards

Health Professionals and Support Services Award 2010 – substantive issues

### SUBMISSIONS OF THE HEALTH SERVICES UNION

1. The Health Services Union (**HSU**) make these submissions in response to the Directions issued by Vice President Catanzariti on 20 June 2019 (**the Directions**), directing parties to file materials in relation to the following outstanding matters in relation to the four yearly review of the *Health Professionals and Support Services Award (the Award)*:
  - a) whether the occupations of Dental Hygienist and Oral Health Therapist should be covered by the Award; and
  - b) whether the List of Common Health Professionals contained in Schedule C of the Award should be indicative or exhaustive.
2. The HSU relies on our previous submissions filed in this matter on 17 March 2017, 22 May 2017 and 12 February 2018. We also make the following supplementary submissions in relation to the above matters.
3. The HSU has filed, along with these submissions, witness statements of:
  - a) Rosemary Kelly, Assistant Secretary of the Health Services Union Victoria Number 4 Branch; and
  - b) Alex Leszczynski, Senior Industrial Officer with the Health Services Union Victoria Number 3 Branch.
4. The HSU also refers below to the following New South Wales State Awards, which have been filed along with these submissions:
  - a) *Health Employees Oral Health Therapists (State) Award 2019*;
  - b) *Health Professional Medical Salaries (State) Award 2018*;
  - c) *Public Hospital Dental Therapists (State) Award 2006*; and
  - d) *Dental Therapists (State) Award 2004*.

***Whether the occupations of Dental Hygienist and Oral Health Therapist should be covered by the Award***

5. In its decision of 3 December 2018 in this matter (**the Decision**),<sup>1</sup> the Full Bench stated:

*We note that the occupations Dental Therapist, Dental Hygienist and Oral Health Therapist are all covered by a recent award of the Industrial Relations Commission of NSW – Health Employees Oral Health Therapists (State) Award 2018.*<sup>2</sup>

6. The *Health Employees Oral Health Therapists (State) Award 2018* is a recent award, but it has been in existence since at least 2000 in different versions. The latest version is the *Health Employees Oral Health Therapists (State) Award 2019 (the NSW Award)*.

7. It is a current feature of the New South Wales industrial relations system that awards are ‘rescinded and replaced’ each year to give effect to the statewide 2.5% pay increase. Therefore, while the NSW Award is technically a ‘new award’, the only changes to the award from year to year have been to update the Definitions clause (clause 2) to reflect changes to titles of institutions or professions (for example, Department of Health to Ministry of Health), and to update the ‘Area, Incidence and Duration’ clause (clause 10).

8. Salaries under the NSW Award are in fact determined by the *Health Professional Medical Salaries (State) Award*, in accordance with clause 6 of the NSW Award, which states that:

*Salaries shall be in accordance with the rates contained in the Health Professional Medical Salaries (State) Award, as varied or replaced from time to time.*

9. Part B – Monetary Rates for the *Health Professional Medical Salaries (State) Award* only provides classifications and rates for oral health therapists. Dental hygienists and dental therapists are paid according to the oral health therapist classifications according to clause 4 – Transition Arrangements – of the NSW Award.

10. We also note that Oral Health Therapists and Dental Hygienists have been covered by the NSW Award since at least 2009, when the *Public Hospital Dental Therapists (State) Award 2006* was replaced by the *Health Employees Oral Health Therapists (State) Award 2008*. The former award rescinded and replaced the *Dental Therapists (State) Award 2004*. The *Dental Therapists (State) Award 2004* refers to an earlier version of the Award from 2000.

11. We agree with the remarks of the Full Bench that it is anomalous for dental therapists to be covered by the Award, but for dental hygienists and oral health therapists which are related roles not to be covered.<sup>3</sup>

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<sup>1</sup> [2018] FWCFB 7350

<sup>2</sup> [2018] FWCFB 7350, [121].

<sup>3</sup> [2018] FWCFB 7350, [124].

12. We also say it is anomalous for employees to be considered health professionals if they are working as dental hygienists and oral health therapists in the NSW state public health system, but for employees with the same qualifications not to be considered health professionals if they are working in the private sector.
13. The Award should reflect the contemporary health professional occupations. All three occupations of oral health therapist, dental therapist and dental hygienist should be expressly covered by the Award, and this is necessary to meet the modern awards objective.<sup>4</sup> It is particularly relevant to the consideration at s 134(1)(g): *'the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia'*.
14. The Dental Hygienists Association of Australia Incorporated ('DHAA') have argued in these proceedings that including dental hygienists in the Award will lead to a deterioration of conditions and their pay. The evidence of Alex Leszczynski is that in his experience, Award coverage cannot be said to necessarily lead to a deterioration of employment conditions, as can be seen in the case of Sonographers. Sonographers are covered by the Award and their occupation is listed in Schedule C, and they are one of the most highly paid health professional occupations.<sup>5</sup>

***Whether the List of Common Health Professionals contained in Schedule C of the Award should be indicative or exhaustive***

15. As stated in our previous submissions, we say that the only logical way to treat the List of Common Health Professionals at Schedule C of the Award is as an indicative list.
16. We refer below to a number of health professional occupations to provide illustrative examples of why the list of health professions at Schedule C of the Award is and should be treated as an indicative list.

***Medical Physicists and IVF Counsellors***

17. A number of health professional occupations are not explicitly listed in Schedule C of the Award. These include Medical Physicist and IVF Counsellor, which are both degree-qualified professions.<sup>6</sup>
18. Medical Physicists and IVF Counsellors, despite not being listed in Schedule C of the Award, are considered to be covered by the Award, and rates of pay for these occupations in enterprise

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<sup>4</sup> S 138, *Fair Work Act 2009* (Cth)

<sup>5</sup> Leszczynski [26]-[35].

<sup>6</sup> Kelly [5]-[6].

agreements have been compared with the Award for the purpose of the BOOT test in enterprise agreement approvals.<sup>7</sup>

19. Attached to the Statement of Rosemary Kelly is a Form F17 and comparison table of award entitlements for the *Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2017-2021*. These indicate that the Fair Work Commission, the employer, and the union all consider that Medical Physicists are covered by the Award.<sup>8</sup>
20. The Form F17 for the *Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Enterprise Agreement 2017-2021* also shows that Medical Physicists are covered by the Award.<sup>9</sup>
21. The Form F17 for the *Melbourne IVF Counsellors Enterprise Agreement 2017* shows that IVF Counsellors are considered by both the Fair Work Commission as well as employer and union parties to be covered by the Award.<sup>10</sup>

#### *Cardiac Technologists*

22. The supplementary witness statement of Alex Leszczynski, provides a detailed history of the changing nomenclature of the occupation of Cardiac Technologist.<sup>11</sup>
23. This evidence is a further example of how professional nomenclature can change, evolve, or become classified differently over time, and how multiple titles can be used for one profession.
24. Leszczynski's evidence demonstrates how the nomenclature of Cardiac Technologist has evolved from what in the 1980s and 1990s would have come under the title of Medical Technician in Victoria. In a document that appears to be from the Department of Health Victoria from 1991, in relation to a reclassification claim by a state registered union, it appears that the Medical Technician classification rates of pay were used as a 'catch-all' for a number of health technician professions including:
  - a) ECG Technicians;
  - b) Microbiology Technicians;
  - c) Vascular Laboratory Technicians;
  - d) Medical Physics Technicians;
  - e) Orthotic Technicians;

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<sup>7</sup> Kelly [8] – [14].

<sup>8</sup> Kelly, Attachments RK-2 and RK-3.

<sup>9</sup> Kelly, Attachment RK-4.

<sup>10</sup> Kelly, Attachment RK-1.

<sup>11</sup> Leszczynski, [7] – [24].



- f) Intensive Care Technicians;
- g) Cardiac Technicians; and
- h) EEG Technologists.<sup>12</sup>

25. Whereas, in current terminology, Cardiac Physiologist (a new name for Cardiac Technologist) is considered a separate and distinct occupation that works in the following five cardiac science roles:

- a) ECG;
- b) Cardiac Catheterisation;
- c) Cardiac Sonography/ Echocardiography;
- d) Cardiac Devices; and
- e) Electrophysiology.<sup>13</sup>

26. Leszczynski's evidence also reveals how Cardiac Sonographers (or Echocardiographers) would have been considered Cardiac Technologists under Victorian pre-reform awards, but now are generally considered a separate profession, Sonographer (though they may also be still considered Cardiac Technologists too), and are required to be admitted to the Register of Accredited Medical Sonographers by the Australian Sonographer Accreditation Registry (**ASAR**) in order to work in their field.<sup>14</sup>

27. The professional association for Cardiac Technologists, Professionals in Cardiac Sciences Australia ('PiCSA') has recognized the mutability of the profession title 'Cardiac Physiologist'. In its document attached at AL-1, and quoted by Leszczynski, PiCSA states:

*Current title variability is demonstrated by the use of terms such as "technician", "technologist" "scientist" and "specialist" for individuals performing variations of the same roles in different states/territories of Australia.*<sup>15</sup>

28. PiCSA has recently recommended that the profession be referred to as 'Cardiac Physiologist'.<sup>16</sup>

29. As Leszczynski states:

*[W]hen it comes to Health Professionals, the name of Health Professions change, the profession can be called different names, a person can be classified as part of more than one profession and professions can emerge out of or merge into other professions. It is therefore*

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<sup>12</sup> Leszczynski, Attachment AL-7, 35.

<sup>13</sup> Leszczynski, [13].

<sup>14</sup> Leszczynski, [16]-[17].

<sup>15</sup> Leszczynski, [10]; Attachment AL-1, 9.

<sup>16</sup> Leszczynski, [9].

*again quite clear when one looks at the list in Schedule C of the Award that the list is problematic if it is exhaustive rather than indicative, particularly if one takes an overly literal approach to deciding whether a health profession is covered by the Award.*<sup>17</sup>

### **The modern awards objective**

30. It is necessary for Schedule C in the Award to be an indicative list of health professions, not an exhaustive list, to meet the modern awards objective.<sup>18</sup> As we have stated in our earlier submission, to treat the list as exhaustive would make the Award rigid and stuck in time, not reflecting contemporary terminology and health and medical advances.<sup>19</sup> This is particularly relevant to the consideration at s 134(1)(g): *'the need to ensure a simple, easy to understand, stable and sustainable modern award system for Australia'*.
31. Other relevant considerations include s 134(1)(a), (b) and (da). As the evidence from Rosemary Kelly demonstrates, at least two occupations, Medical Physicists and IVF Counsellors, have been considered by the Fair Work Commission to be covered by the Award, despite not being listed in Schedule C.<sup>20</sup> To make the list exhaustive would mean these occupations would not be compared to rates in the Award for the purpose of the BOOT test, significantly diminishing their minimum wage rates and ability to bargain. It would also unfairly disadvantage some health professionals against their peers in different but related occupations.

**Health Services Union**

**7 August 2019**

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<sup>17</sup> Leszczynski, [25].

<sup>18</sup> S 138, *Fair Work Act 2009* (Cth).

<sup>19</sup> HSU Submissions, 17 March 2017, [23]-[25].

<sup>20</sup> Kelly, [9]-[14].

**Fair Work Commission**  
**Four Yearly Review of Modern Awards**  
***Health Professionals and Support Services Award***  
**Matter No: AM2016/31**

**STATEMENT OF ROSEMARY KELLY**

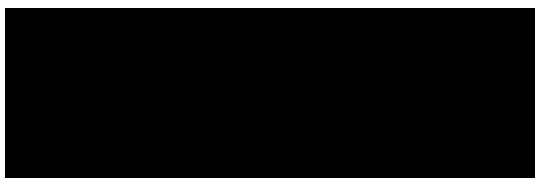
1. I was the Secretary of the Health Services Union Victoria Number 4 Branch (**HSU VIC 4**) from February 2000 up until September 2014.
2. Since September 2014 I have been the Assistant Secretary of the HSU VIC 4 Branch.
3. I hold the qualifications of Bachelor of Commerce (University of Melbourne), Diploma of Education (University of Melbourne), Master of Public Policy (Deakin University) and Doctor of Education (La Trobe University).
4. I am familiar with the Health Professionals and Support Services Award (**the Award**) and Schedule C of the Award.
5. I note that there are two degree-qualified health professional occupations not listed in Schedule C. These are Medical Physicist and IVF Counsellor.
6. I note that the occupation of Pharmacy Technician is not listed in Schedule C.
7. I note Dietitian is spelt incorrectly in Schedule C. The accepted Australian spelling is Dietitian not Dietician. I also note Genetics Counsellor should be Genetic Counsellor.
8. I have been involved in the negotiation of a number of enterprise agreements in my role as Secretary and Assistant Secretary of HSU VIC 4.
9. These enterprise agreements include the *Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2017-202*, the *Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2017-2021* and the *Melbourne IVF Counsellors Enterprise Agreement 2017* and their predecessor enterprise agreements.

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Filed on behalf of	<b>HEALTH SERVICES UNION</b>
Address	Suite 46, Level 1, 255 Drummond Street, CARLTON VIC 3053
Tel	03 8579 6328
Email	<a href="mailto:rachel@hsu.net.au">rachel@hsu.net.au</a> , Rachel Liebhaber, National Industrial Officer

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10. The *Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2017-2020* covers, inter alia, Medical Physicists.
11. It is my understanding that when the FWC applies the BOOT test to HSU VIC 4 negotiated agreements the rates of pay for all classifications are tested against the relevant health professionals rates of pay under the Modern Award including for health professions which are not specifically named such as medical physicists and IVF Counsellors
12. For the purposes of the Form F17s for the above enterprise agreements, the relevant employers have compared the rates of pay of IVF Counsellors and Medical Physicists with the rates of pay for health professionals under the Award.
13. The employers' Form F17 for the above agreements indicate that the relevant employees are covered by the Award.
14. I attach the following documents to this Statement:
  - a) Form F17, *Melbourne IVF Counsellors Enterprise Agreement 2017* (attached as **RK-1**).
  - b) Form F17, *Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2017-2021* (attached as **RK-2**).
  - c) Comparison table between Enterprise Agreement and Award classifications for *Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2017-2021* (attached as **RK-3**).
  - d) Form F17, *Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2017-2021* (attached as **RK-4**).



**ROSEMARY KELLY**

**7 August 2019**

## FAIR WORK COMMISSION

Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

## Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

*Fair Work Act 2009*, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the [Fair Work Act 2009](#).

I,

<b>Name</b>	Jade Phelan		
<b>Postal address</b>	320 Victoria Parade		
<b>Suburb</b>	East Melbourne		
<b>State or territory</b>	VIC	<b>Postcode</b>	3002
<b>Occupation</b>	Managing Director		

make the following declaration under the *Statutory Declarations Act 1959*

### Part 1 – Preliminary

#### 1.1 What is the name of the employer?

<b>Legal name</b>	Melbourne IVF Pty Ltd
<b>Trading name</b>	

Specify whether the employer is a “designated emergency management body” as defined in s.195A(4) and (5) of the [Fair Work Act 2009](#).

No.

#### 1.2 What is the name of the agreement (write the name exactly as it appears in the title clause of the agreement)?

Melbourne IVF Counsellors Enterprise Agreement 2017

#### 1.3 Are you aware of any other agreement(s) that has been filed or dealt with by the Commission that has identical or substantially identical terms?

Yes

No

If you have answered **Yes** to question 1.3 – specify the name of the identical agreement, the name of the employer covered by the identical agreement, the agreement ID number, the date of the Commission’s decision and the name of the Commission Member who dealt with such agreement.

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#### 1.4 Was that agreement approved with undertakings?

- Yes  
 No  
 Don't know

**1.5 Has a scope order, a low paid authorisation or a majority support determination been issued in relation to this agreement?**

- Yes  
 No

**If Yes – Provide the unique print number (PR) and the date the order was made**

<b>Print number</b>	
<b>Date of order</b>	



All employees that will be covered by the agreement must be notified that an application has been made to the Commission for approval of the agreement in accordance with rule 40 of the Fair Work Commission Rules 2013. Notification should be made through the usual means that are adopted by the employer for communicating with employees.

## Part 2 – Requirements for approval

### Nominal expiry date

**2.1 What is the nominal expiry date of the agreement? Provide the clause number in the agreement that specifies the date.**



See section 186(5) of the [Fair Work Act 2009](#).

<b>Clause number</b>	Clause 5
<b>Expiry date</b>	1 May 2019

### Scope of the agreement

**2.2 Does the agreement cover all the employees of the employer (other than senior executives)?**

- Yes  
 No



See sections 186(3) and (3A) of the [Fair Work Act 2009](#).

If **No** – what group(s) of employees are covered by the agreement. Explain why you think the Commission should be satisfied that this group(s) was fairly chosen. If appropriate, describe any geographical, operational or organisational qualities that make the group(s) distinct.

The Agreement is occupation specific and covers Counsellors as set out in clause 3 of the Agreement.

**2.3 Did the employer take all reasonable steps to give notice of their right to be represented by a bargaining representative to each employee who will be covered by the agreement?**

- Yes – please attach a copy of the notice given to employees
- No



See section 173 of the [Fair Work Act 2009](#) and schedule 2.1 of the [Fair Work Regulations 2009](#).

Describe the steps that were taken to give employees notice of their right to be represented by a bargaining representative.

The Notice of Representational Rights was emailed to all relevant staff on 25 August 2016.

**Agreement genuinely approved**

**2.4 What steps were taken by the employer and on what date were they taken to ensure that the relevant employees were either:**

- a. given a copy of the written text of the agreement and any other material incorporated by reference into the agreement (must be provided during the 7 days before the start of the voting process), or
- b. had access to the above materials (must have access throughout the whole 7 day period)?



See section 180(2)(a) of the [Fair Work Act 2009](#).

Describe the steps taken	Date
Copies of the Agreement were emailed to all relevant staff.	20 November 2017

**2.5 When did you notify the relevant employees of the date and place at which the vote was to occur and the voting method to be used?**



Please state the date of the notification and describe the steps taken to notify the relevant employees. See section 180(3) of the [Fair Work Act 2009](#).

A memorandum was distributed to staff on Monday 20 November 2017 via email. This memorandum detailed that the vote was to be an electronic ballot and that the ballot was to open at 9:00am on Tuesday 28 November 2017 and close at 4:00pm on Friday 1 December 2017.

**2.6 What steps were taken by the employer to explain the terms of the agreement, and the effect of those terms, to the relevant employees?**



See section 180(5) of the [Fair Work Act 2009](#).

**2.7 When you explained the terms of the agreement to the employees, what did you do to take into account the particular circumstances and needs of the relevant employees?**



Examples of employees who have ‘particular circumstances and needs’ include employees from non-English speaking backgrounds, young employees, employees who don’t have a bargaining representative, etc.

**2.8 Please provide the following dates:**



See sections 173, 181, 181(2) and 182 of the [Fair Work Act 2009](#).

Event	Date
The date of notification time (that is, either the date that the employer initiates or agrees to bargain or the date of a majority support determination, scope order or low paid authorisation).	25 August 2016
The date of the last notice of representational rights given to an employee who will be covered by the agreement.	25 August 2016
The date voting for the agreement commenced (voting commences on the first date that an employee is able to cast a vote).	28 November 2017
The date that the agreement was <b>made</b> (that is, the date on which the voting process by which the employees approved the agreement concluded).	1 December 2017

**2.9 Is the agreement lodged within 14 calendar days of the date the agreement was made?**

Yes

No

If you have answered **No** to question 2.9 – Please provide details of the circumstances the Commission should take in to account in deciding if it is fair to extend the time for lodging this application.



See section 185(3)(b) [Fair Work Act 2009](#)

**2.10 Please provide the following details about the vote on the agreement:**

How many employees will be covered by the agreement?	13
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How many employees cast a valid vote?	12
How many employees voted to approve the agreement?	12

### Interaction with the National Employment Standards

#### 2.11 List any terms of the agreement that exclude in whole, or in part, the National Employment Standards?



See Part 2-2 – National Employment Standards of the [Fair Work Act 2009](#).

N/A. Clause 7 refers.

#### 2.12 List any terms of the agreement that are detrimental to an employee in any respect when compared to the National Employment Standards.

N/A. Clause 7 refers.

### Right of entry

#### 2.13 Does the agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises?



See section 186(4) and sections 194(f) and (g) of the [Fair Work Act 2009](#).

Yes

No

If you have answered **Yes** to question 2.13 – Please identify the clauses in the agreement dealing with right of entry.

### Unlawful terms

#### 2.14 Does the agreement contain any of the following:

discriminatory terms – s186(4), s194(a), s195

objectionable terms – s12, s186(4), s194(b)

terms dealing with employee rights in relation to unfair dismissal – s186(4), s194(c)-(d)

designated outworkers terms – s186(4)

terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the *Fair Work Act 2009* – s186(4), s194(a)

a term that does not comply with the superannuation contribution requirements for default fund employees – s194(h)

objectionable emergency management terms – s195A

If you have selected any of the above please identify the relevant terms of the agreement.

### Required terms

#### 2.15 Please provide the clause numbers in the agreement for these required terms:

Dispute resolution procedure – s186(6)	Clause 10
Flexibility term – s202(1), s203	Clause 46
Consultation term – s205(1) s205(1A)	Clause 9

### Particular types of workers

#### 2.16 Can shift workers be employed under the agreement?



See section 196 of the [Fair Work Act 2009](#).

Yes

No – Go to question 2.17

Please identify the clause(s) in the agreement that define shift workers for the purpose of the NES.

Clause 27(i) refers.

Please advise if the agreement provides for an additional week of annual leave for shift workers and identify the relevant clause(s) number of the agreement.

Clause 27(i) refers.

#### 2.17 Does the agreement?

cover any pieceworkers – s197

cover any outworkers – s200

contain terms for school based apprentices or trainees that provide for loadings in lieu of paid leave – s199

### Part 3 – Better off overall test

#### Reference instruments

##### 3.1 List the modern award(s), if any, that currently cover the employer and any of the employees covered by this agreement.

Health Professionals and Support Services Award 2010

##### 3.2 List the pre-reform award(s) or NAPSA(s) that covered the employer and any of the employees covered by this agreement as at 31 December 2009.

Health Services Union of Australia (Health Professional Services-Private Sector Victoria) Award 2004

#### Translating classifications

##### 3.3 Are any of the classifications in the agreement different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2?

Yes

No

If you have answered **Yes** to question 3.3 – Please attach a table that identifies how the classifications in the agreement relate to the classifications in the reference instrument(s).

### Improvements and reductions

**3.4 Does the agreement contain any terms or conditions of employment that are *more beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.4 – Identify the terms and conditions of the agreement that are **more beneficial** than the reference instruments and any entitlements that are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

Enterprise Agreement	Modern Award	Pre-reform Award
<p><b>Clause 11 Wages:</b> The agreement provides the following wage increases:</p> <p>2.3% from the first full pay period on or after 1 November 2016, 2.5% from the first pay period on or after 1 November 2017 and 2.8% from the first pay period on or after 1 November 2018</p>	<p>The wage rates in the agreement are superior to those in the Health Professionals and Support Services Award 2010 (“HPSS Award”)</p>	<p>The wage rates in the agreement are superior to those in the Health Services Union of Australia (Health Professional Services-Private Sector Victoria) Award 2004 (“HP Vic Award”)</p>
<p><b>Clause 22 Roster of Hours:</b> The agreement provides that where an employer requires an employee without seven days’ notice and outside the circumstances prescribed in (a) above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Counsellor Level 1 year 1</p>	<p>There is no provision in the HPSS Award</p>	<p>There is no provision in the HP Vic Award.</p>
<p><b>Clause 25(g) Overtime</b></p> <p>Where an employee works overtime finishing after 8:00pm and does not have access to their own vehicle for transportation home, the employer will provide the employee with a taxi voucher for the purpose of transportation from the workplace to home.</p>	<p>There is no provision in the HPSS Award</p>	<p>There is no provision in the HP Vic Award.</p>
<p><b>Clause 26 Parental Leave:</b> The agreement provides paid parental leave as follows:</p>	<p>There is no paid parental leave in the HPSS Award</p>	<p>There is no paid parental leave in the HP Vic Award</p>

## Form F17 – Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

<p>The parties agree that ten weeks paid birth partner, adoption leave and one week paid non-birth partner leave shall be given to any permanent employee who qualifies for maternity and adoption leave and paternity leave under the provisions of the Agreement</p>		
<p><b>Clause 29 Personal Leave:</b> The Agreement provides for the following personal leave entitlements:</p> <p>(i) 1<sup>st</sup> year of employment: 7 hours and 36 minutes per month (12 days);</p> <p>(ii) 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years of employment: 106 hours and 24 minutes per year (14 days);</p> <p>(iii) 5<sup>th</sup> year and thereafter: 159 hours 36 minutes per year (21 days);</p>	<p>The HPSS Award provides 10 days personal leave per year. This is less beneficial than the Agreement.</p>	<p>The agreement is reflective of the HP Vic Award provisions.</p>
<p><b>Clause 30 Compassionate Leave:</b> The agreement provides 4 days of compassionate leave per occasion</p>	<p>The HPSS Award provides compassionate leave as per the NES, 2 days of leave per occasion, which is less beneficial than the agreement</p>	<p>The agreement is reflective of the HP Vic Award provisions.</p>
<p><b>Clause 33 Examination Leave:</b> The agreement provides three days clear prior to the oral examination and either three clear days or three single days prior to written papers with a maximum of six days pre-examination study leave in any calendar year.</p>	<p>There is no provision in the HPSS Award</p>	<p>The HP Vic Award at Clause 39 provides for approved leave for attendance at the examination and a further day for pre-examination study. This provision is less beneficial than the agreement.</p>
<p><b>Clause 34 Higher Qualification Allowances:</b> The agreement provides that where a Counsellor has a higher qualification they will be paid in addition to the rates prescribed in the Agreement the following:</p> <p>For a graduate certificate relevant to the employment the sum of 3% of the Counsellor Level 1, Year 1 rate per week</p> <p>For a graduate diploma or masters relevant to the employment, the sum of 6.5% of</p>	<p>There is no provision in the HPSS Award</p>	<p>There is no provision in the HP Vic Award for a higher qualification allowance for this discipline.</p>

## Form F17 – Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

<p>the Counsellor Level 1 Year 1 rate per week</p> <p>For a degree of doctor of philosophy or other relevant doctoral level degree relevant to the employment, the sum of 10% of the counsellor Level 1 Year 1</p>		
<p><b>Clause 35 Professional Development/ Conference Leave:</b> Employees will be entitled to a minimum of five days paid leave per year to attend professional development training courses, conferences subject to the professional development being of relevance to the Counselling profession.</p>	<p>There is no provision in the HPSS Award</p>	<p>There is no provision in the HP Vic Award.</p>
<p><b>Clause 37(b)(i) Change of Shift:</b></p> <p>The Agreement provides that in the case of an employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more from that the first, he or she shall be paid an amount equal to 4% of the rate applicable to the first year of experience Counsellor Level 1 on the occasion of each such change, subject to the provisions of this clause.</p>	<p>There is no provision in the HPSS Award</p>	<p>The agreement is reflective of the HP Vic Award provisions.</p>
<p><b>Clause 38 OT Meal:</b> The agreement sets out the meal allowance rates, as set out in Appendix 1, of \$12.74 and \$11.59 in stipulated instances.</p>	<p>The HPSS Award provides rates that are higher than the agreement, specifically \$12.62 and \$11.37.</p>	<p>The HP Vic Award is less beneficial than the agreement.</p>
<p><b>Clause 40 Redundancy:</b></p> <p>The Agreement provides that an employee who is terminated for reasons of redundancy and who has 9 or more years continuous service will be entitled to 16 weeks severance pay.</p>	<p>The HPSS Award provides severance in accordance with the NES which provides for an employee who is terminated for reasons of redundancy and who has 10 or more years continuous service will be entitled to 12 weeks severance pay</p>	<p>The HP Vic Award provides severance in accordance with the NES which provides for an employee who is terminated for reasons of redundancy and who has 10 or more years continuous service will be entitled to 12 weeks severance pay</p>
<p><b>Clause 43 Accident Pay:</b></p> <p>The Agreement provides that an employee can be paid up to 39 weeks accident pay for any one injury as defined.</p>	<p>There is no provision in the HPSS Award</p>	<p>The agreement is reflective of the HP Vic Award provisions.</p>

## Form F17 – Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

<b>Clause 48 ANZICA Membership:</b> MIVF will reimburse the cost of ANZICA membership upon receipt of payment advice. A copy of the ANZICA membership is to be provided to MIVF by the employee	There is no provision in the HPSS Award	There is no provision in the HP Vic Award.
<b>Clause 49 Representative Leave:</b> The Agreement provides for paid leave to attend trade union and union delegate courses/seminars to a maximum of 3 days per year for the totality of all applications.	There is no provision in the HPSS Award	There is no provision in the HP Vic Award.
<b>Clause 51 Supervision:</b> MIVF will fund external clinical supervision with a suitable supervisor (approved by Melbourne IVF) for counsellors on the basis of one hour per month, to be taken in work time with consideration of work requirements	There is no provision in the HPSS Award	There is no provision in the HP Vic Award.
<b>Clause 52 Family Violence Leave:</b> The Agreement provides for 5 days paid leave for employees experiencing domestic violence for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with domestic violence	There is no provision in the HPSS Award	There is no provision in the HP Vic Award.

**3.5 Does the agreement contain any terms or conditions of employment that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement omit any entitlements that are conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.5 – Identify the terms and conditions of the agreement that are **less beneficial** than the reference instruments and any entitlements that are **omitted** from the agreement. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

<b>Enterprise Agreement</b>	<b>Modern Award</b>	<b>Pre-reform Award</b>
No equivalent provision	Occasional interpreting allowance:  An employee not employed as a full-time interpreter who is required to perform	No equivalent provision

	<p>interpreting duties will receive an additional 0.11% of the standard rate on each occasion with a maximum additional payment of 1.27% of the standard rate per week.</p>	

**Exceptional circumstances (where the agreement fails the better off overall test)**

**3.6 Do you think that the agreement passes the better off overall test?**



Section 193 of the [Fair Work Act 2009](#) sets out when an agreement will pass the better off overall test.

I think the agreement **does pass** the better off overall test

I **don’t think the agreement passes** the better off overall test

If the employer considers that the Agreement **does not** pass the better off overall test – Identify any exceptional circumstances that the Commission should consider when deciding whether approving the Agreement would not be contrary to the public interest.



Section 189 of the [Fair Work Act 2009](#) sets out when the Commission may approve an enterprise agreement that does not pass the better off overall test.

**Part 4 – Statistical information**



This information is necessary for the Commission to assess whether the employer took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, are explained to the relevant employees and the explanation is provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees, for example:

- (a) employees from culturally and linguistically diverse backgrounds;
- (b) young employees;
- (c) employees who did not have a bargaining representative for the agreement. (s.180 (5) & (6) of the Fair Work Act 2009).

In addition, this information is collected to enable the General Manager of the Fair Work Commission to comply with the statutory reporting obligations in s.653 of the [Fair Work Act 2009](#) and to be provided to the Department of Employment for inclusion in the Department’s Workplace Agreements Database.

**4.1 What is the primary activity of the employer?**



For example music retailer, plumbing contractor, steel fabricator, etc.

**4.2 What states and territories will this agreement be operating in?**

Australian Capital Territory

## Form F17 – Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

- New South Wales  
 Northern Territory  
 Queensland  
 South Australia  
 Tasmania  
 Victoria  
 Western Australia

**4.3 Of the employees covered by this agreement, how many employees are in the following demographic groups?**

Demographic group	Number of employees
Female	[insert]
Non-English speaking background	[insert]
Aboriginal or Torres Strait Islander	[insert]
Disabled	[insert]
Part-time	[insert]
Casual	[insert]
Under 21 years of age	[insert]
Over 45 years of age	[insert]

**4.4 Please list the full and precise name of all collective agreement(s) (including ID numbers) that covered any employees covered by this agreement immediately prior to the time this agreement was made.**

Melbourne IVF Counsellors Enterprise Agreement 2014 – AE410011

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

**Signature of person making the declaration**

<b>Signature</b>	
<b>Declared at (place)</b>	
<b>on (day) of (month) (year)</b>	

Before me,

**Signature of person before whom the declaration is made**



## Form F17 – Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

<b>Full name of person before whom declaration is made</b>			
<b>Qualification of person before whom declaration is made</b>			
<b>Address of person before whom declaration is made</b>			
<b>Suburb</b>			
<b>State or territory</b>		<b>Postcode</b>	
<b>Phone number</b>			

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years – see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* – see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission's [Guide – Statutory Declarations](#).

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## FAIR WORK COMMISSION

Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

## Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

*Fair Work Act 2009*, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the [Fair Work Act 2009](#).

I,

<b>Name</b>	Elizabeth Powne		
<b>Postal address</b>	89 Bridge Road		
<b>Suburb</b>	Richmond		
<b>State or territory</b>	Victoria	<b>Postcode</b>	3121
<b>Occupation</b>	Group Manager Workforce Development		

make the following declaration under the *Statutory Declarations Act 1959*

### Part 1 – Preliminary

#### 1.1 What is the name of the employer?

<b>Legal name</b>	Epworth Foundation
<b>Trading name</b>	Epworth HealthCare

Specify whether the employer is a “designated emergency management body” as defined in s.195A(4) and (5) of the [Fair Work Act 2009](#).

N/A

#### 1.2 What is the name of the agreement (write the name exactly as it appears in the title clause of the agreement)?

Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2017-2021

#### 1.3 Are you aware of any other agreement(s) that has been filed or dealt with by the Commission that has identical or substantially identical terms?

Yes

No

If you have answered **Yes** to question 1.3 – specify the name of the identical agreement, the name of the employer covered by the identical agreement, the agreement ID number, the date of the Commission’s decision and the name of the Commission Member who dealt with such agreement.

Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2012, Epworth HealthCare, AG2013/1906, 17 July 2013, Deputy President Hamilton

**1.4 Was that agreement approved with undertakings?**

- Yes  
 No  
 Don't know

**1.5 Has a scope order, a low paid authorisation or a majority support determination been issued in relation to this agreement?**

- Yes  
 No

**If Yes – Provide the unique print number (PR) and the date the order was made**

<b>Print number</b>	
<b>Date of order</b>	



All employees that will be covered by the agreement must be notified that an application has been made to the Commission for approval of the agreement in accordance with rule 40 of the Fair Work Commission Rules 2013. Notification should be made through the usual means that are adopted by the employer for communicating with employees.

**Part 2 – Requirements for approval****Nominal expiry date****2.1 What is the nominal expiry date of the agreement? Provide the clause number in the agreement that specifies the date.**

See section 186(5) of the [Fair Work Act 2009](#).

<b>Clause number</b>	4
<b>Expiry date</b>	Four years from its date of approval.

**Scope of the agreement****2.2 Does the agreement cover all the employees of the employer (other than senior executives)?**

- Yes  
 No



See sections 186(3) and (3A) of the [Fair Work Act 2009](#).

If **No** – what group(s) of employees are covered by the agreement. Explain why you think the Commission should be satisfied that this group(s) was fairly chosen. If appropriate, describe any geographical, operational or organisational qualities that make the group(s) distinct.

Agreement covers Dietitians, Psychologists, Medical Scientists and Medical Physicists. The same group of employees was also covered under the agreement being replaced by this agreement.

**2.3 Did the employer take all reasonable steps to give notice of their right to be represented by a bargaining representative to each employee who will be covered by the agreement?**

Yes – please attach a copy of the notice given to employees

No



See section 173 of the [Fair Work Act 2009](#) and schedule 2.1 of the [Fair Work Regulations 2009](#).

Describe the steps that were taken to give employees notice of their right to be represented by a bargaining representative.

The Notice of Employee Representational Rights was sent via post to the home addresses of Dietitians, Psychologists, Medical Scientists and Medical Physicists. Staff were also provided a link to the location of the NERR on the Epworth Intranet.

**Agreement genuinely approved**

**2.4 What steps were taken by the employer and on what date were they taken to ensure that the relevant employees were either:**

- a. given a copy of the written text of the agreement and any other material incorporated by reference into the agreement (must be provided during the 7 days before the start of the voting process), or
- b. had access to the above materials (must have access throughout the whole 7 day period)?



See section 180(2)(a) of the [Fair Work Act 2009](#).

Describe the steps taken	Date
Bulletin provided to all staff covered by the Agreement via email and was also placed on the intranet. This bulletin provided information on the Agreement, the access period and ballot as well as links to the agreement itself and dedicated intranet page	4/09/2017
Dedicated Epworth Enterprise Agreement intranet page provided a copy of the agreement, information on agreement outcomes, the access period and ballot	4/09/2017

**2.5 When did you notify the relevant employees of the date and place at which the vote was to occur and the voting method to be used?**



Please state the date of the notification and describe the steps taken to notify the relevant employees. See section 180(3) of the [Fair Work Act 2009](#).

4 September 2017 - Bulletin provided to all staff covered by the Agreement providing details on when the ballot was to occur and the methods of voting. Bulletin also available on dedicated Epworth Intranet page.

4 September 2017 - Dedicated Epworth Enterprise Agreement intranet page updated with information on the Agreement, the access period and ballot, links to the Agreement itself and other materials.

Staff covered by the Agreement were also reminded by email and SMS during the access period of the ballot timing and voting methods.

**2.6 What steps were taken by the employer to explain the terms of the agreement, and the effect of those terms, to the relevant employees?**



See section 180(5) of the [Fair Work Act 2009](#).

Staff bulletins provided information on the Agreement. There was also a dedicated Enterprise Agreement intranet page that provided information on the Agreement, including all staff bulletins, a PowerPoint presentation on the Agreement outcomes, a table providing an overview of changes from the previous agreement, and copies of the proposed Agreement and current Agreement.

Additionally, information sessions were held at multiple Epworth sites. These sessions provided an opportunity for staff to receive information on the Agreement and ballot process and to ask questions about the Agreement's content.

There has also been a dedicated Enterprise Agreement email address to which staff were able to ask questions. Staff were also encouraged to speak with their manager or Divisional People & Culture Team if they had any questions about the Agreement.

**2.7 When you explained the terms of the agreement to the employees, what did you do to take into account the particular circumstances and needs of the relevant employees?**



Examples of employees who have 'particular circumstances and needs' include employees from non-English speaking backgrounds, young employees, employees who don't have a bargaining representative, etc.

Staff communications took place through a variety of mediums and forums to account for particular needs and circumstances.

Staff information sessions were held at multiple Epworth sites in which staff were presented with information on the Agreement and ballot process and were able to ask questions about the Agreement's content.

Our managers also held meetings with their staff groups to provide updates and provide an opportunity for staff to ask questions.

Staff bulletins were sent to all staff covered by the Agreement via email. Additionally, a PowerPoint presentation and a table providing an overview of changes from the previous agreement were also accessible for staff to understand the terms of the agreement.

**2.8 Please provide the following dates:**



See sections 173, 181, 181(2) and 182 of the [Fair Work Act 2009](#).

Event	Date
The date of notification time (that is, either the date that the employer initiates or agrees to bargain or the date of a majority support determination, scope order or low paid authorisation).	24/03/2017
The date of the last notice of representational rights given to an employee who will be covered by the agreement.	31/03/2017
The date voting for the agreement commenced (voting commences on the first date that an employee is able to cast a vote).	12/09/2017
The date that the agreement was <b>made</b> (that is, the date on which the voting process by which the employees approved the agreement concluded).	17/09/2017

**2.9 Is the agreement lodged within 14 calendar days of the date the agreement was made?**

Yes

No

If you have answered **No** to question 2.9 – Please provide details of the circumstances the Commission should take in to account in deciding if it is fair to extend the time for lodging this application.



See section 185(3)(b) [Fair Work Act 2009](#)

**2.10 Please provide the following details about the vote on the agreement:**

How many employees will be covered by the agreement?	123
How many employees cast a valid vote?	86
How many employees voted to approve the agreement?	70

**Interaction with the National Employment Standards**

**2.11 List any terms of the agreement that exclude in whole, or in part, the National Employment Standards?**



See Part 2-2 – National Employment Standards of the [Fair Work Act 2009](#).

N/A

**2.12 List any terms of the agreement that are detrimental to an employee in any respect when compared to the National Employment Standards.**

N/A

**Right of entry**

**2.13 Does the agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises?**



See section 186(4) and sections 194(f) and (g) of the [Fair Work Act 2009](#).

Yes

No

If you have answered **Yes** to question 2.13 – Please identify the clauses in the agreement dealing with right of entry.

**Unlawful terms**

**2.14 Does the agreement contain any of the following:**

- discriminatory terms – s186(4), s194(a), s195
- objectionable terms – s12, s186(4), s194(b)
- terms dealing with employee rights in relation to unfair dismissal – s186(4), s194(c)-(d)
- designated outworkers terms – s186(4)
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the *Fair Work Act 2009* – s186(4), s194(a)
- a term that does not comply with the superannuation contribution requirements for default fund employees – s194(h)
- objectionable emergency management terms – s195A

If you have selected any of the above please identify the relevant terms of the agreement.

### Required terms

**2.15 Please provide the clause numbers in the agreement for these required terms:**

Dispute resolution procedure – s186(6)	14
Flexibility term – s202(1), s203	54
Consultation term – s205(1) s205(1A)	16

### Particular types of workers

**2.16 Can shift workers be employed under the agreement?**



See section 196 of the [Fair Work Act 2009](#).

Yes

No – Go to question 2.17

Please identify the clause(s) in the agreement that define shift workers for the purpose of the NES.

56.1

Please advise if the agreement provides for an additional week of annual leave for shift workers and identify the relevant clause(s) number of the agreement.

56.5

**2.17 Does the agreement?**

cover any pieceworkers – s197

cover any outworkers – s200

contain terms for school based apprentices or trainees that provide for loadings in lieu of paid leave – s199



## Part 3 – Better off overall test

### Reference instruments

- 3.1 List the modern award(s), if any, that currently cover the employer and any of the employees covered by this agreement.**

Health Professionals and Support Services Award 2010

- 3.2 List the pre-reform award(s) or NAPSA(s) that covered the employer and any of the employees covered by this agreement as at 31 December 2009.**

AP833755CRV - Health Services Union of Australia (Victoria - Private Sector – Medical Scientists, Psychologists and Pharmacists) Award 2004

### Translating classifications

- 3.3 Are any of the classifications in the agreement different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2?**

Yes

No

If you have answered **Yes** to question 3.3 – Please attach a table that identifies how the classifications in the agreement relate to the classifications in the reference instrument(s).

### Improvements and reductions

- 3.4 Does the agreement contain any terms or conditions of employment that are more beneficial than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.4 – Identify the terms and conditions of the agreement that are **more beneficial** than, or are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

See attached - Table Two - Comparison of Enterprise Agreement terms and conditions more beneficial than reference instrument

**3.5 Does the agreement contain any terms that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.5 – Identify the terms and conditions of the agreement that are **less beneficial** and are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

See attached - Table Three - Comparison of Enterprise Agreement terms and conditions less  
beneficial than reference instrument

### Exceptional circumstances (where the agreement fails the better off overall test)

#### 3.6 Do you think that the agreement passes the better off overall test?



Section 193 of the [Fair Work Act 2009](#) sets out when an agreement will pass the  
better off overall test.

I think the agreement **does pass** the better off overall test

I **don't think the agreement passes** the better off overall test

If the employer considers that the Agreement **does not** pass the better off overall test – Identify any  
exceptional circumstances that the Commission should consider when deciding whether approving  
the Agreement would not be contrary to the public interest.



Section 189 of the [Fair Work Act 2009](#) sets out when the Commission may approve  
an enterprise agreement that does not pass the better off overall test.

**Part 4 – Statistical information**

This information is necessary for the Commission to assess whether the employer took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, are explained to the relevant employees and the explanation is provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees, for example:

- (a) employees from culturally and linguistically diverse backgrounds;
- (b) young employees;
- (c) employees who did not have a bargaining representative for the agreement. (s.180 (5) & (6) of the Fair Work Act 2009).

In addition, this information is collected to enable the General Manager of the Fair Work Commission to comply with the statutory reporting obligations in s.653 of the [Fair Work Act 2009](#) and to be provided to the Department of Employment for inclusion in the Department’s Workplace Agreements Database.

**4.1 What is the primary activity of the employer?**

For example music retailer, plumbing contractor, steel fabricator, etc.

Healthcare provider

**4.2 What states and territories will this agreement be operating in?**

- Australian Capital Territory
- New South Wales
- Northern Territory
- Queensland
- South Australia
- Tasmania
- Victoria
- Western Australia

**4.3 Of the employees covered by this agreement, how many employees are in the following demographic groups?**

Demographic group	Number of employees
Female	99
Non-English speaking background	N/A
Aboriginal or Torres Strait Islander	N/A
Disabled	N/A
Part-time	66
Casual	38
Under 21 years of age	0
Over 45 years of age	17

**4.4 Please list the full and precise name of all collective agreement(s) (including ID numbers) that covered any employees covered by this agreement immediately prior to the time this agreement was made.**

Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2012 (AE402436)

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

**Signature of person making the declaration**

<b>Signature</b>	
<b>Declared at (place)</b>	
<b>on (day) of (month) (year)</b>	

Before me,

<b>Signature of person before whom the declaration is made</b>	
<b>Full name of person before whom declaration is made</b>	
<b>Qualification of person before whom declaration is made</b>	
<b>Address of person before whom declaration is made</b>	
<b>Suburb</b>	
<b>State or territory</b>	<b>Postcode</b>
<b>Phone number</b>	

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years – see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* – see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission’s [Guide – Statutory Declarations](#).

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**Table One - Comparison of Enterprise Agreement and reference instrument classifications**

Epworth				Modern Award
Psychologists	Dietitians	Medical Scientiststs	Medical Physicists	All Professions
Psychologist Grade 1 Year 1 Psychologist Grade 1 Year 3 Psychologist Grade 1 Year 7	Dietitian Grade 1 Year 3 Dietitian Grade 1 Year 4 Dietitian Grade 1 Year 5 Dietitian Grade 1 Year 6 Dietitian Grade 1 Year 7	Medical Scientist Grade 1 Year 1 Medical Scientist Grade 1 Year 2 Medical Scientist Grade 1 Year 3 Medical Scientist Grade 1 Year 4 Medical Scientist Grade 1 Year 5 Medical Scientist Grade 1 Year 6 Medical Scientist Grade 1 Year 7	Grade 1 Year 1 (Trainee) Grade 1 Year 2 (Trainee) Grade 1 Year 3 (Trainee) Grade 1 Year 4 (Trainee) Grade 1 Year 5 (Trainee)	Level 1 Pay point 1 Pay point 2 Pay point 3 Pay point 4 Pay point 5 Pay point 6
Psychologist Grade 2 Year 1 Psychologist Grade 2 Year 2 Psychologist Grade 2 Year 3 Psychologist Grade 2 Year 4  Specialist Clinician Psychologist	Dietitian Grade 2 Year 1 Dietitian Grade 2 Year 2 Dietitian Grade 2 Year 3 Dietitian Grade 2 Year 4	Medical Scientist Grade 2 Year 1 Medical Scientist Grade 2 Year 2 Medical Scientist Grade 2 Year 3 Medical Scientist Grade 2 Year 4	Grade 2 Year 1 Grade 2 Year 2 Grade 2 Year 3	Level 2 Pay point 1 Pay point 2 Pay point 3 Pay point 4
Psychologist Grade 3 Year 1 Psychologist Grade 3 Year 2 Psychologist Grade 3 Year 3 Psychologist Grade 3 Year 4	Dietitian Grade 3 Year 1 Dietitian Grade 3 Year 2 Dietitian Grade 3 Year 3 Dietitian Grade 3 Year 4	Medical Scientist Grade 3 Year 1 Medical Scientist Grade 3 Year 2 Medical Scientist Grade 3 Year 3 Medical Scientist Grade 3 Year 4	Grade 3 Year 1 Grade 3 Year 2 Grade 3 Year 3 Grade 3 Year 4	Level 3 Pay point 1 Pay point 2 Pay point 3 Pay point 4 Pay point 5 (1433.7)
Psychologist Grade 4A Psychologist Grade 4B Year 1 Psychologist Grade 4B Year 2 Psychologist Grade 4B Year 3 Psychologist Grade 4B Year 4 Psychologist Grade 4B Year 5	Dietitian Grade 4A Dietitian Grade 4B Year 1 Dietitian Grade 4B Year 2 Dietitian Grade 4B Year 3 Dietitian Grade 4B Year 4 Dietitian Grade 4B Year 5	Medical Scientist Grade 4A Medical Scientist Grade 4B Year 1 Medical Scientist Grade 4B Year 2 Medical Scientist Grade 4B Year 3 Medical Scientist Grade 4B Year 4 Medical Scientist Grade 4B Year 5	Grade 4 Year 1 Grade 4 Year 2 Grade 4 Year 3 Grade 4 Year 4 Grade 4 Year 5	Level 4 Pay point 1 Pay point 2 Pay point 3 Pay point 4
			Grade 5 Principal Manager	No respective classification

**Table Two - Comparison of Enterprise Agreement terms and conditions *mc***

Please note the below table contains summary information only. Please refer to modern award/er

<b>Entitlement</b>	<b>Health Professionals and Support Services Award 2010</b>
<b>Wages</b>	<b>Clause 15</b> (range \$848 - \$1955 per week)
<b>Qualification Allowances</b>	<b>Clause 15.2</b> No qualification allowance. Quals only factored in to minimum commencing classification
<b>Redundancy</b>	<b>Clause 12</b> Redundancy payments as per NES Salary maintainance provided for notice period only (i.e. max 5 weeks)
<b>Personal Leave</b>	<b>Clause 33</b> As per NES
<b>Parental Leave</b>	No provision
<b>Compassionate/Bereavement Leave</b>	<b>Clause 33</b> As per NES
<b>Assessment/Study/Conference Leave</b>	No provision

<b>Public holiday RDO</b>	No provision
<b>Purchased Leave</b>	No provision
<b>Accident pay</b>	No provision
<b>On Call Allowance</b>	<p><b>Clause 18.10</b>  Monday to Saturday inclusive = 2.16% of standard rate (i.e. currently \$19.04)  Sunday and Public Holiday = 4.31% of standard rate. (i.e. currently \$37.99)  Payable for each <u>24 hour period</u> or part thereof.</p>
<b>Family Violence leave</b>	No provision
<b>Overtime</b>	<p><b>Clause 28</b>  An employee who works outside their ordinary hours on any day will be paid at the rate of:  (i) time and a half for the first two hours; and  (ii) double time thereafter.  (b) All overtime worked on a <u>Sunday</u> will be paid at the rate of double time.</p>
<b>Minimum period of engagement</b>	<p><b>10.4 (c)</b>  The minimum period of engagement of a casual employee is three hours...</p>
<b>Casual loading on weekends</b>	<p><b>Clause 26.2</b>  A casual employee who works on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading of 25%.</p>
<b>Regional allowance</b>	No provision



**are beneficial than reference instrument**

Enterprise agreement for full provisions

<b>Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2017-2021</b>
<p><b>Schedule B</b> Base wages significantly higher than comparative classification in reference instrument. Range after initial increase: Psychologists - \$983 - \$2415 per week Dietitians - \$1165 - \$2415 per week Med Scientists - \$1021 - \$2415 per week Med Physicists - \$1352 - \$3715 per week</p>
<p><b>Schedule B</b> Per week allowance range follows. Varies dependant on profession: Grad Cert - \$54.97 - 71.64 Grad Dip - \$82.46 - 107.46 Masters - \$93.46 - 121.79 Doctorate - \$117.72-157.61</p>
<p><b>Clause 21</b> Sliding scale up to 26 weeks' pay <b>Clause 21.3</b> Salary maintenance provided on sliding scale up to 12 weeks depending on service</p>
<p><b>Clause 59</b> (a) 88 hours and 32 minutes for the first year of service (approx 11.6 days). (b) 106 hours and 24 minutes for each year in the second, third and fourth year of service (approx 14 days). (c) Thereafter, 159 hours and 36 minutes for each year (approx 21 days).</p>
<p><b>Clause 63</b> Parental/Adoption leave - 10 week's paid leave for primary caregiver. Concurrent partner leave - 8 weeks, of which 3 weeks are paid leave Unpaid leave up to 52 weeks for either parent Right to request to extend and return on part time basis</p>
<p><b>Clause 66</b> 4 days' paid leave per occasion for employees other than casuals. Casuals entitled to unpaid leave</p>
<p><b>Clause 68.4</b> Assessment leave - 38 hours paid leave p.a. <b>Clause 68.6</b> Study leave - 4 hours paid leave per week for 26 weeks p.a. <b>Clause 68.7</b> Conference leave - 5 days paid leave p.a.</p>

<p><b>Clause 58.9</b> Where a public holiday occurs on his/her rostered day off, an Employee shall be entitled to receive one and a half day's pay in addition to the weekly wage or one and a half days off at a time convenient to Epworth without loss of pay in lieu thereof.</p>
<p><b>Clause 57</b> Ability to purchase up to 4 additional weeks annual leave</p>
<p><b>Clause 28</b> Employees entitled to accident pay (i.e. make up pay) in accordance with clause</p>
<p><b>Schedule B</b> Monday to Sunday inclusive = currently between \$27.45 and \$30.90 depending on profession Public Holiday = currently between \$53.42 and \$61.78 depending on profession Payable for each <u>12 hour period</u> or part thereof.</p>
<p><b>Clause 64</b> Up to 10 days paid leave p.a.</p>
<p><b>Clause 39</b> Mon to Fri inclusive: Time and a half for the first two hours and double time thereafter. Overtime performed on a <u>Saturday or a Sunday</u> shall be paid at the rate of double time.</p>
<p><b>Clause 18.3.6</b> The minimum engagement for a casual Employee will be four hours.</p>
<p><b>Clause 18.3.2</b> For all hours of work done on Saturdays and Sundays the amount paid will equal one thirty-eighth of the weekly wage for the class of work performed plus a loading of 87.5%.</p>
<p><b>Clause 53</b> A medical physicist permanently located at a regional site (as defined) will be paid a regional allowance of 10% of their base wage rate, excluding any loadings and allowances, subject to a cap of \$10,000 per annum. Pro rata entitlement for med physicists at a regional site on a temporary basis.</p>

**Table Three - Comparison of Enterprise Agreement terms and conditions less**

Please note the below table contains summary information only. Please refer to modern award/enterprise agr

Entitlement	Health Professionals and Support Services Award 2010
Casual loading on public holiday	<p><b>Clause 32.2</b> Any employee required to work on a public holiday will be paid double time and a half for all time worked.</p>
Certain allowances in modern award (eg, nauseous work allowance, heat allowance, tool allowance)	<p>As the relevant modern award covers <u>support services</u> as well as t are not included in this agreement as they are more inline with su agreement would not be entitled to these allowances as they eith that would give rise to these allowances.</p>
Ceremonial leave	<p><b>Clause 35</b> An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.</p>

**beneficial than reference instrument**

reement for full provisions

**Epworth HealthCare Dietitians, Psychologists, Medical Scientiststs  
and Medical Physicists Enterprise Agreement 2017-2021**

**Clause 18.3.3**

For all hours of work done on Public Holidays the amount paid will equal one thirty-eighth of the weekly wage for the class of work performed plus a loading of 125%.

health professionals, the award contains a number of allowances that support services work. In any case, the cohort of staff covered by this award do not undertake the type of duties or work in an environment

No provision

## FAIR WORK COMMISSION

Form F17—Employer's statutory declaration in support of an application for approval of an enterprise agreement  
(other than a greenfields agreement)

## Form F17—Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

*Fair Work Act 2009*, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the Fair Work Act 2009.

I,

<b>Name</b>	Richard Corboy		
<b>Postal address</b>	88 Maribyrnong Street		
<b>Suburb</b>	Footscray		
<b>State or territory</b>	Victoria	<b>Postcode</b>	3011
<b>Occupation</b>	Principal Workplace Relations Advisor		

make the following declaration under the *Statutory Declarations Act 1959*

### Part 1—Preliminary

#### 1.1 What is the name of the employer?

<b>Legal name</b>	Victorian Hospitals' Industrial Association
<b>Trading name</b>	Victorian Hospitals' Industrial Association

#### 1.2 What is the name of the agreement (write the name exactly as it appears in the title clause of the agreement)?

<i>Victorian Public Health Sector (Medical Scientists, Pharmacists &amp; Psychologists) Enterprise Agreement 2017-2021</i>
--

#### 1.3 Are you aware of any other agreement(s) that has been filed or dealt with by the Commission that has identical or substantially identical terms?

Yes

No

If you have answered **Yes** to question 1.3—specify the name of the identical agreement, the name of the employer covered by the identical agreement, the agreement ID number, the date of the Commission's decision and the name of the Commission Member who dealt with such agreement.

--

#### 1.4 Was that agreement approved with undertakings?

Yes

No

Don't know

**1.5 Has a scope order, a low paid authorisation or a majority support determination been issued in relation to this agreement?**

Yes

No

**If Yes—Provide the unique print number (PR) and the date the order was made**

**Print number**

**Date of order**



All employees that will be covered by the agreement must be notified that an application has been made to the Commission for approval of the agreement in accordance with rule 40 of the Fair Work Commission Rules 2013. Notification should be made through the usual means that are adopted by the employer for communicating with employees.

**Part 2—Requirements for approval**

**Nominal expiry date**

**2.1 What is the nominal expiry date of the agreement? Provide the clause number in the agreement that specifies the date.**



See section 186(5) of the [Fair Work Act 2009](#).

**Clause number**

Clause 6(a)

**Expiry date**

24 January 2021

**Scope of the agreement**

**2.2 Does the agreement cover all the employees of the employer (other than senior executives)?**

Yes

No



See sections 186(3) and (3A) of the [Fair Work Act 2009](#).

If **No**—what group(s) of employees are covered by the agreement. Explain why you think the Commission should be satisfied that this group(s) was fairly chosen. If appropriate, describe any geographical, operational or organisational qualities that make the group(s) distinct.

[1] The proposed Agreement covers Audiologists, Clinical Perfusionists, Dietitians, Genetic Counsellors, Medical Physicists, Medical Scientists, Pharmacists, Psychologists who are employed in these classifications by the employers listed in Schedule 1 of the Agreement.

**2.3 Did the employer take all reasonable steps to give notice of their right to be represented by a bargaining representative to each employee who will be covered by the agreement?**

- Yes—please attach a copy of the notice given to employees see
- No



See section 173 of the Fair Work Act 2009 and schedule 2.1 of the Fair Work Regulations 2009.

Describe the steps that were taken to give employees notice of their right to be represented by a bargaining representative.

[1] The Notice of Employer Representational Rights was distributed to all Employers on 11 August 2016 via VHIA Bulletin 2094 for dissemination to staff.

[2] The Bulletin included a template to be completed by each Health Service and also instructions for completing the template and notifying VHIA of completion.

[3] A copy of Bulletin 2094 and the NERR template is attached (**Attachment 1**)

**Agreement genuinely approved**

**2.4 What steps were taken by the employer and on what date were they taken to ensure that the relevant employees were either:**

- a. given a copy of the written text of the agreement and any other material incorporated by reference into the agreement (must be provided during the 7 days before the start of the voting process), or
- b. had access to the above materials (must have access throughout the whole 7 day period)?



See section 180(2)(a) of the Fair Work Act 2009.

Describe the steps taken	Date
[1] Member Bulletin 2223 sent to employers outlining their obligation to provide the written text of the variation to affected staff and the associated timelines.	2 October 2017
[2] Bulletin 2223 required Employers to confirm the required action/s were undertaken. Bulletin 2223, along with the associated documents is attached ( <b>Attachment 2</b> ).	
[3] Draft letter to employees sent to employers. Draft letter included where the information was available to the Employees of the Employer. The template letter to Employees was contained within Bulletin 2223 ( <b>Attachment 2</b> ).	

**2.5 When did you notify the relevant employees of the date and place at which the vote was to occur and the voting method to be used?**



Please state the date of the notification and describe the steps taken to notify the relevant employees. See section 180(3) of the Fair Work Act 2009.

[1] Bulletin 2223 (**Attachment 2**) also contained a template letter for Employers to send to their employees. This contained the date and place at which the vote was to occur and also the voting method. An instruction sheet was also attached (Contained with Attachment 2).

[2] VHIA received confirmation from all Members this had been distributed to eligible

employees as per the statutory declaration (**Attachment 3**).

**2.6 What steps were taken by the employer to explain the terms of the agreement, and the effect of those terms, to the relevant employees?**



See section 180(5) of the Fair Work Act 2009.

[1] Bulletin 2223 - a copy of the text of the Agreement (Attachment A), a copy of the NES standards (Attachment B) and a summary of key changes (Attachment C ) were part of Bulletin 2223.

**2.7 When you explained the terms of the agreement to the employees, what did you do to take into account the particular circumstances and needs of the relevant employees?**



Examples of employees who have ‘particular circumstances and needs’ include employees from non-English speaking backgrounds, young employees, employees who don’t have a bargaining representative, etc.

[1] As entry to all the classifications contained in the Agreement is a tertiary degree or post graduate degree qualification recognised in Australia staff have to be fluent in English.

**2.8 Please provide the following dates:**



See sections 173, 181, 181(2) and 182 of the Fair Work Act 2009.

Event	Date
The date of notification time (that is, either the date that the employer initiates or agrees to bargain or the date of a majority support determination, scope order or low paid authorisation).	11 August 2016
The date of the last notice of representational rights given to an employee who will be covered by the agreement.	8 May 2017 *
The date voting for the agreement commenced (voting commences on the first date that an employee is able to cast a vote).	16 October 2017
The date that the agreement was <b>made</b> (that is, the date on which the voting process by which the employees approved the agreement concluded).	20 October 2017

**\* Any NERRs reissued after April 3 2017 were in the new NERR format from the FWC**

**2.9 Is the agreement lodged within 14 calendar days of the date the agreement was made?**

Yes

No

If you have answered **No** to question 2.9—Please provide details of the circumstances the Commission should take in to account in deciding if it is fair to extend the time for lodging this application.



Form F17—Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)



See section 185(3)(b) [Fair Work Act 2009](#)

**2.10 Please provide the following details about the vote on the agreement:**

How many employees will be covered by the agreement?	5575
How many employees cast a valid vote?	2341
How many employees voted to approve the agreement?	2305

**Interaction with the National Employment Standards**

**2.11 List any terms of the agreement that exclude in whole, or in part, the National Employment Standards?**



See Part 2-2—National Employment Standards of the [Fair Work Act 2009](#).

N/A

**2.12 List any terms of the agreement that are detrimental to an employee in any respect when compared to the National Employment Standards.**

N/A

**Right of entry**

**2.13 Does the agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises?**



See section 186(4) and sections 194(f) and (g) of the [Fair Work Act 2009](#).

Yes

No

If you have answered **Yes** to question 2.13—Please identify the clauses in the agreement dealing with right of entry.

[1] Access to Employees – clause 17 Union Rights

### Unlawful terms

#### 2.14 Does the agreement contain any of the following:

- discriminatory terms—s186(4), s194(a), s195
- objectionable terms—s12, s186(4), s194(b)
- terms dealing with employee rights in relation to unfair dismissal—s186(4), s194(c)-(d)
- designated outworkers terms—s186(4)
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the *Fair Work Act 2009*—s186(4), s194(a)
- a term that does not comply with the superannuation contribution requirements for default fund employees—s194(h)

If you have selected any of the above please identify the relevant terms of the agreement.

N/A

### Required terms

#### 2.15 Please provide the clause numbers in the agreement for these required terms:

Dispute resolution procedure—s186(6)	Clauses 13 and 14
Flexibility term—s202(1), s203	Individual Flexibility Arrangements Clause 21
Consultation term—s205(1) s205(1A)	Clause 30

### Particular types of workers

#### 2.16 Can shift workers be employed under the agreement?



See section 196 of the [Fair Work Act 2009](#).

Yes

No—Go to question 2.17

Form F17—Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

Please identify the clause(s) in the agreement that define shift workers for the purpose of the NES.

[1] Clause 11 (z)

[2] Clause 55

Please advise if the agreement provides for an additional week of annual leave for shift workers and identify the relevant clause(s) number of the agreement.

[1] Clause 60.7

### 2.17 Does the agreement?

cover any pieceworkers—s197 N/A

cover any outworkers—s200 N/A

contain terms for school based apprentices or trainees that provide for loadings in lieu of paid leave—s199 N/A

## Part 3—Better off overall test

### Reference instruments

#### 3.1 List the modern award(s), if any, that currently cover the employer and any of the employees covered by this agreement.

[1] *Health Professionals and Support Services Award 2010* [MA000027]

#### 3.2 List the pre-reform award(s) or NAPSA(s) that covered the employer and any of the employees covered by this agreement as at 31 December 2009.

[1] *Medical Scientists, Pharmacists and Psychologists (Public Sector – Victoria) Award 2003*.

### Translating classifications

#### 3.3 Are any of the classifications in the agreement different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2?

Yes

No

If you have answered **Yes** to question 3.3—Please attach a table that identifies how the classifications in the agreement relate to the classifications in the reference instrument(s).

**Classifications of Medical Physicists and Genetic Counsellors were not in the pre-modern award identified in 3.2 above – the pay rates are higher than the Modern Award.**

**Classifications of Level 5 Scientist, Principal Scientist and Scientist Director are not listed in the Modern Award identified in 3.1 above – the pay rates are higher than the Modern Award.**

**Improvements and reductions**

**3.4 Does the agreement contain any terms or conditions of employment that are *more beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.4—Identify the terms and conditions of the agreement that are **more beneficial** than, or are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

**See Attachment 3 and the Wages Table Attachment 4**

Pharmacists working weekends are paid double time (200%) overtime for weekend work, where the Modern Award is 150% for Saturdays and 175% for Sundays.

**3.5 Does the agreement contain any terms that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.5—Identify the terms and conditions of the agreement that are **less beneficial** and are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

Public Holiday clause has a penalty rate of double time 200% where the Health Professionals and Support Services Award 2010 has a penalty rate of double time and a half 250%.

The span of hours is different. In the proposed agreement is Monday to Sunday for all work groups except Pharmacists who work Monday to Friday which is same as in the pre-reform award identified in 3,2 above. The Health Professionals and Support Services Award 2010 has a different span of hours.

The shift penalties are lower than the Modern Award, however, the weekly wages are considerably higher.

The Weekend Penalties are lower for Sunday (150%) however, the Wages and other conditions are considerably higher.

**Exceptional circumstances (where the agreement fails the better off overall test)**

**3.6 Do you think that the agreement passes the better off overall test?**



Section 193 of the Fair Work Act 2009 sets out when an agreement will pass the better off overall test.

I think the agreement **does pass** the better off overall test

I **don’t think the agreement passes** the better off overall test

If the employer considers that the Agreement **does not** pass the better off overall test—Identify any exceptional circumstances that the Commission should consider when deciding whether approving the Agreement would not be contrary to the public interest.



Section 189 of the Fair Work Act 2009 sets out when the Commission may approve an enterprise agreement that does not pass the better off overall test.

**Part 4—Statistical information**



This information is necessary to enable the Fair Work Commission to comply with its statutory reporting obligations under s.653 of the Fair Work Act 2009.

**4.1 What is the primary activity of the employer?**



For example music retailer, plumbing contractor, steel fabricator, etc.

Health and Welfare

**4.2 What states and territories will this agreement be operating in?**

- Australian Capital Territory
- New South Wales
- Northern Territory
- Queensland
- South Australia
- Tasmania
- Victoria
- Western Australia

**4.3 Please provide the following details about the vote on the agreement =**

Demographic group	Number of employees
Female	Not available
Non-English speaking background	Not available

Demographic group	Number of employees
Aboriginal or Torres Strait Islander	Not available
Disabled	Not available
Part-time	Not available
Casual	Not available
Under 21 years of age	Not available (Unusual as the classifications are all university graduate positions.)
Over 45 years of age	Not available

**4.4 Please list the full and precise name of all collective agreement(s) (including ID numbers) that covered any employees covered by this agreement immediately prior to the time this agreement was made.**

*Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2012-2016 (AG2013/8720).*

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.


**Signature of person making declaration**

Signature 

Declared at (place) 

on (day) of (month) (year) 31<sup>st</sup> October 2017

Before me,

**Signature of person before whom the declaration is made** 

**Full name of person before whom declaration is made** TIM NAGLE

**Qualification of person before whom declaration is made** REGISTERED NURSE

**Address of person before whom declaration is made** 88 Maribyrnong Street

**Suburb** Footscray

**State or territory** VIC **Postcode** 3011

Form F17—Employer's statutory declaration in support of an application for approval of an enterprise agreement  
(other than a greenfields agreement)

**Phone number**

**Note 1:** A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

**Note 2:** Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*—see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission's [Guide—Statutory Declarations](#).

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS**







# VHIA BULLETIN

**Subject:** ENTERPRISE BARGAINING FOR MEDICAL SCIENTISTS, PHARMACISTS AND PSYCHOLOGISTS – NOTICE OF EMPLOYEE REPRESENTATIONAL RIGHTS NOTICE (BULLETIN 2094)

**Date:** 11 AUGUST 2016

**Applies to:** EMPLOYEES EMPLOYED BY DIVISION 4 MEMBERS, UNDER THE PUBLIC COMMUNITY HEALTH SECTOR ENTERPRISE AGREEMENT 2012- 2016

Dear Members

Please find attached a [Notice of Employee Representational Rights \(NERR\)](#) with respect to audiologists, dietitians, pharmacists and psychologists, (eligible employees). These occupations are listed in Schedule C of the current EBA.

### What is the NERR?

The NERR advises employees of their rights in terms of representation in enterprise bargaining negotiations. Section 173 of the Fair Work Act 2009 requires employers to issue an NERR when it agrees to bargain or initiates bargaining.

The Act requires an employer to take all reasonable steps to provide the NERR to eligible employees who will be covered by the new agreement.

### Next steps

There are two steps as follows:

1. Insertion of the name of the Employer in the space provided (see first paragraph of NERR), and
2. Provision of the NERR to eligible employees as listed above.

Further detail regarding each of these steps is set out below.

#### STEP 1 - Insert the name of the Employer

Please insert the name of your health service in the first paragraph of the NERR.

Please note that this is **the only alteration** that should be made to the NERR. No other document should be attached to it, and the logo of the health service must **not** be added. Any alteration to the document other than the inclusion of the employer's name in the space provided may render the NERR invalid.

#### STEP 2 - Provision of the notice to eligible employees

An employer must take all reasonable steps to give the NERR to eligible employees **no later than 18<sup>th</sup> August 2016**. Such reasonable steps may include any of the following:

- Giving the notice to the employee personally,
- Posting it to the employee's residential address or postal address nominated by the employee,

## Victorian Hospitals' Industrial Association

88 Maribyrnong Street, Footscray VIC 3011 ABN 77 538 927 547  
 Switchboard 03 9861 4000 Employment Advice 1800 729 329  
 Fax 03 9867 8540 Email [vhia@vhia.com.au](mailto:vhia@vhia.com.au) [www.vhia.com.au](http://www.vhia.com.au)

*Our members care for people. VHIA cares for its members.*

- Emailing the notice to the employee's work email address or another email address nominated by the employee,
- Emailing an electronic link to the employee's work email address or another email address nominated by the employee that takes the employee directly to a copy of the NERR on the employer's intranet,
- Faxing the notice to the employee's fax number at work, home or another fax number nominated by the employee,
- Displaying the NERR in a conspicuous location at work that is known by and readily accessible to the employee.

Other methods may also be used.

In determining the method/s by which the NERR is given to eligible employees, please take into account those employees who may be physically absent from the workplace for any reason, such as parental leave, personal/carer's leave, unpaid leave or workcover.

Please notify [medicallscientistschceba@vhia.com.au](mailto:medicallscientistschceba@vhia.com.au) of the date your health service provided the NERR to eligible employees.

A summary of actions for this bulletin is below.

### Queries

If you have any queries with regards to this matter, please do not hesitate to contact either Richard Corboy or Tim Nagle on (03) 9861 4000.



**Alec Djoneff**  
Chief Executive Officer

### SUMMARY OF ACTIONS

A summary of actions required are as follows:

Process	Action	Action Due Date	Comment
<b>Insert Employer Name</b>	<ul style="list-style-type: none"> <li>• Insert Employer name in the first paragraph of <a href="#">NERR</a>.</li> </ul>	As soon as possible but no later than 18 August 2016.	<ul style="list-style-type: none"> <li>• <b>DO NOT</b> make any further changes to the NERR.</li> </ul>
<b>Distribute notice of employee representational rights</b>	<ul style="list-style-type: none"> <li>• Distribute to eligible employees.</li> </ul>	As soon as possible but no later than 18 August 2016.	<ul style="list-style-type: none"> <li>• The list of eligible occupations can be found at <b>Schedule C</b> of the Current EBA.</li> </ul>
<b>Advise VHIA</b>	<ul style="list-style-type: none"> <li>• Email <a href="mailto:medicallscientistschceba@vhia.com.au">medicallscientistschceba@vhia.com.au</a> of the date the NERR was sent to eligible employees.</li> </ul>	As soon as possible but no later than 18 August 2016.	

## **Schedule 2.1 Notice of employee representational rights**

(regulation 2.05)

*Fair Work Act 2009*, subsection 174 (6)

*[Name of employer]* gives notice that it is bargaining in relation to an enterprise agreement, the Public Community Health Sector Enterprise Agreement 2016 -2020 which is proposed to cover employees that are employed as Audiologists, Pharmacists, Psychologists and Dietitians.

### **What is an enterprise agreement?**

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

### **If you are an employee who would be covered by the proposed agreement:**

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

### **Questions?**

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to [www.fairwork.gov.au](http://www.fairwork.gov.au), or contact the Fair Work Commission Infoline on **1300 799 675**.




**VHIA BULLETIN**

**Subject:** VICTORIAN PUBLIC HEALTH SECTOR (MEDICAL SCIENTISTS, PHARMACISTS AND PSYCHOLOGISTS) ENTERPRISE AGREEMENT 2017-2021 (BULLETIN 2223)

**Date:** 2 OCTOBER 2017

**Applies to:** PUBLIC SECTOR – CEO & HR MANAGERS

**Action Required:** FOR URGENT INTERNAL ACTION AND RESPONSE TO VHIA

Dear Member,

Further to Bulletin 2219, the final version of the proposed *Victorian Public (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2017-2021* is attached ([Attachment A](#)).

The ballot process will now commence. Employees to be covered by the proposed Enterprise Agreement are employees of the Employers listed in Schedule A of the proposed Agreement ([Attachment A](#)) who are employed in the following classifications.

- Audiologists,
- Clinical Perfusionists,
- Dietitians,
- Genetic Counsellors,
- Medical Physicists,
- Medical Scientists,
- Pharmacists or
- Psychologists.

The ballot will be run by *Elections Australia* and will be conducted online, instead of the previous voting method of employees filling out a ballot paper and returning their ballots by reply paid envelope. Now they will log on to a webpage, identify themselves and cast their vote online.

#### INFORMATION TO BE PROVIDED TO ELIGIBLE EMPLOYEES

Although Elections Australia is conducting the ballot, it is each Employer's responsibility to meet the approval requirements under the *Fair Work Act 2009*. The following actions are necessary by the date specified:

1. Each Employer must ensure that eligible employees are provided with or have access to a copy of the proposed Agreement ([Attachment A](#)) and the National Employment Standards ([Attachment B](#)) by the end of **Thursday 5 October 2017**.
2. Each Employer must also take reasonable steps to ensure that the terms of the proposed Agreement are explained to eligible employees. VHIA has developed a summary of changes document ([Attachment C](#)) that can be provided or made accessible to employees at the same time as the Agreement. Again, please ensure that the summary of changes is either provided or made accessible to eligible employees by the end of **Thursday 5 of October 2017**.

#### Victorian Hospitals' Industrial Association

88 Maribyrnong Street, Footscray VIC 3011 ABN 77 538 927 547  
 Switchboard 03 9861 4000 Employment Advice 1800 729 329  
 Fax 03 9867 8540 Email [vhia@vhia.com.au](mailto:vhia@vhia.com.au) [www.vhia.com.au](http://www.vhia.com.au)

*Our members care for people. VHIA cares for its members.*

- Employers must also provide eligible employees with the information regarding process/timelines for voting. To assist Employers, the VHIA has developed a template ballot explanation sheet for employees ([Attachment D](#)) & ([Attachment E](#)) which Employers should distribute to eligible employees by the end of **Thursday 5 October 2017**.

It is very important [Attachment D](#) & [Attachment E](#) are distributed to all eligible employees (either by email or hard copy) as this contains the voting instructions and timeline. Without this document, eligible employees will not be able to participate in the ballot process which may compromise the process and render it invalid.

Each Employer must take reasonable steps to ensure that all employees to be covered by the Agreement are given 'access' to the required information (points 1, 2 & 3 above) for at least 7 **clear** days (access period) prior to the day the voting period commences. The voting period commences **Monday, 16 October 2017 at 9am AESST** and closes on **Friday, 20 October 2017 at 5pm AEST**.

To meet the 'access' requirement, Employers may opt to provide each employee with a copy of the Agreement, post the Agreement on an intranet, email the Agreement to eligible employees, and/or place a copy on a noticeboard, or make it available in administration/HR, etc. Copies of the proposed Agreement must remain available throughout the access period. Employees on any form of leave (including extended leave such as long service leave, parental leave and leave without pay) must be provided with a copy of the ballot explanation sheet and access to the required information.

As employees will not receive a postal ballot, it is extremely important all eligible employees receive this information.

The MSAV have advised that they have also prepared materials in support of the 'yes' vote and will be distributing these in workplaces leading up to the ballot. The MSAV may request members meetings to explain the voting process and contents of the Agreement. If either union makes such a request, we strongly encourage Employers to facilitate this process and to encourage staff to attend where possible.

#### **INFORMATION TO BE PROVIDED TO VHIA**

- Once you have sent the relevant information to eligible employees please ensure that you notify [medicalscientistseba@vhia.com.au](mailto:medicalscientistseba@vhia.com.au) of the date on which this occurred. VHIA must be advised by close of business by **Thursday 5 October, 2017**.

This information will be crucial in making the Application to the Fair Work Commission for Approval of the Agreement.

Please note that the approval process relies upon all members adhering to the above deadlines.

If you have any questions please contact Richard Corboy ([rcorboy@vhia.com.au](mailto:rcorboy@vhia.com.au)) or Yvonne Urpis ([yurpis@vhia.com.au](mailto:yurpis@vhia.com.au)) by email or telephone 03 9861 4000.



**Stuart McCullough**  
Chief Executive Officer

## SUMMARY OF ACTIONS

A summary of the voting process and actions required are as follows:

Process	Action Required	Action Due Date	Comment
Provide required information to eligible employees	<p>Provide all eligible employees with access to the Proposed Agreement (<a href="#">Attachment A</a>), National Employment Standards (<a href="#">Attachment B</a>), and summary of changes document (<a href="#">Attachment C</a>).</p> <p>The VHIA has also prepared a template ballot information sheet to send to employees (<a href="#">Attachment D</a>). Please ensure you insert the relevant information in as highlighted in red.</p> <p>Employers can also tailor these notices for posting on noticeboards and mail outs to the relevant employees.</p>	Thursday, 5 October 2017	To fulfill the requirements of the Fair Work Act
Advise VHIA	Advise the VHIA of date Eligible Employees have been given 'access' to the Agreement.	Thursday 5 October 2017	Email <a href="mailto:medicalscientistseba@vhia.com.au">medicalscientistseba@vhia.com.au</a> with these details.
Ballot	Ballot conducted	Opens Monday 16 October 2017 at 9am and closes 20 October 2017 at 5pm.	





## Part 2-2—The National Employment Standards

### Division 1—Introduction

#### 59 Guide to this Part

This Part contains the National Employment Standards.

Division 2 identifies the National Employment Standards, the detail of which is set out in Divisions 3 to 12.

Division 13 contains miscellaneous provisions relating to the National Employment Standards.

The National Employment Standards are minimum standards that apply to the employment of national system employees. Part 2-1 (which deals with the core provisions for this Chapter) contains the obligation for employers to comply with the National Employment Standards (see section 44).

The National Employment Standards also underpin what can be included in modern awards and enterprise agreements. Part 2-1 provides that the National Employment Standards cannot be excluded by modern awards or enterprise agreements, and contains other provisions about the interaction between the National Employment Standards and modern awards or enterprise agreements (see sections 55 and 56).

Divisions 2 and 3 of Part 6-3 extend the operation of the parental leave and notice of termination provisions of the National Employment Standards to employees who are not national system employees.

#### 60 Meanings of *employee* and *employer*

In this Part, *employee* means a national system employee, and *employer* means a national system employer.

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Note: See also Division 2 of Part 6-4A (TCF contract outworkers taken to be employees in certain circumstances).

## **Division 2—The National Employment Standards**

### **61 The National Employment Standards are minimum standards applying to employment of employees**

- (1) This Part sets minimum standards that apply to the employment of employees which cannot be displaced, even if an enterprise agreement includes terms of the kind referred to in subsection 55(5).

Note: Subsection 55(5) allows enterprise agreements to include terms that have the same (or substantially the same) effect as provisions of the National Employment Standards.

- (2) The minimum standards relate to the following matters:
- (a) maximum weekly hours (Division 3);
  - (b) requests for flexible working arrangements (Division 4);
  - (c) parental leave and related entitlements (Division 5);
  - (d) annual leave (Division 6);
  - (e) personal/carer's leave and compassionate leave (Division 7);
  - (f) community service leave (Division 8);
  - (g) long service leave (Division 9);
  - (h) public holidays (Division 10);
  - (i) notice of termination and redundancy pay (Division 11);
  - (j) Fair Work Information Statement (Division 12).
- (3) Divisions 3 to 12 constitute the *National Employment Standards*.

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**Division 3—Maximum weekly hours****62 Maximum weekly hours***Maximum weekly hours of work*

- (1) An employer must not request or require an employee to work more than the following number of hours in a week unless the additional hours are reasonable:
  - (a) for a full-time employee—38 hours; or
  - (b) for an employee who is not a full-time employee—the lesser of:
    - (i) 38 hours; and
    - (ii) the employee's ordinary hours of work in a week.

*Employee may refuse to work unreasonable additional hours*

- (2) The employee may refuse to work additional hours (beyond those referred to in paragraph (1)(a) or (b)) if they are unreasonable.

*Determining whether additional hours are reasonable*

- (3) In determining whether additional hours are reasonable or unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:
  - (a) any risk to employee health and safety from working the additional hours;
  - (b) the employee's personal circumstances, including family responsibilities;
  - (c) the needs of the workplace or enterprise in which the employee is employed;
  - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (e) any notice given by the employer of any request or requirement to work the additional hours;

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- (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the employee's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;
- (j) any other relevant matter.

*Authorised leave or absence treated as hours worked*

- (4) For the purposes of subsection (1), the hours an employee works in a week are taken to include any hours of leave, or absence, whether paid or unpaid, that the employee takes in the week and that are authorised:
  - (a) by the employee's employer; or
  - (b) by or under a term or condition of the employee's employment; or
  - (c) by or under a law of the Commonwealth, a State or a Territory, or an instrument in force under such a law.

**63 Modern awards and enterprise agreements may provide for averaging of hours of work**

- (1) A modern award or enterprise agreement may include terms providing for the averaging of hours of work over a specified period. The average weekly hours over the period must not exceed:
  - (a) for a full-time employee—38 hours; or
  - (b) for an employee who is not a full-time employee—the lesser of:
    - (i) 38 hours; and
    - (ii) the employee's ordinary hours of work in a week.
- (2) The terms of a modern award or enterprise agreement may provide for average weekly hours that exceed the hours referred to in

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paragraph (1)(a) or (b) if the excess hours are reasonable for the purposes of subsection 62(1).

**Note:** Hours in excess of the hours referred to in paragraph (1)(a) or (b) that are worked in a week in accordance with averaging terms in a modern award or enterprise agreement (whether the terms comply with subsection (1) or (2)) will be treated as additional hours for the purposes of section 62. The averaging terms will be relevant in determining whether the additional hours are reasonable (see paragraph 62(3)(i)).

**64 Averaging of hours of work for award/agreement free employees**

- (1) An employer and an award/agreement free employee may agree in writing to an averaging arrangement under which hours of work over a specified period of not more than 26 weeks are averaged. The average weekly hours over the specified period must not exceed:
- (a) for a full-time employee—38 hours; or
  - (b) for an employee who is not a full-time employee—the lesser of:
    - (i) 38 hours; and
    - (ii) the employee's ordinary hours of work in a week.
- (2) The agreed averaging arrangement may provide for average weekly hours that exceed the hours referred to in paragraph (1)(a) or (b) if the excess hours are reasonable for the purposes of subsection 62(1).

**Note:** Hours in excess of the hours referred to in paragraph (1)(a) or (b) that are worked in a week in accordance with an agreed averaging arrangement (whether the arrangement complies with subsection (1) or (2)) will be treated as additional hours for the purposes of section 62. The averaging arrangement will be relevant in determining whether the additional hours are reasonable (see paragraph 62(3)(i)).

## **Division 4—Requests for flexible working arrangements**

### **65 Requests for flexible working arrangements**

*Employee may request change in working arrangements*

- (1) If:
- (a) any of the circumstances referred to in subsection (1A) apply to an employee; and
  - (b) the employee would like to change his or her working arrangements because of those circumstances;
- then the employee may request the employer for a change in working arrangements relating to those circumstances.

**Note:** Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- (1A) The following are the circumstances:
- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
  - (c) the employee has a disability;
  - (d) the employee is 55 or older;
  - (e) the employee is experiencing violence from a member of the employee's family;
  - (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (1B) To avoid doubt, and without limiting subsection (1), an employee who:
- (a) is a parent, or has responsibility for the care, of a child; and
  - (b) is returning to work after taking leave in relation to the birth or adoption of the child;

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may request to work part-time to assist the employee to care for the child.

- (2) The employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
  - (b) for a casual employee—the employee:
    - (i) is a long term casual employee of the employer immediately before making the request; and
    - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

*Formal requirements*

- (3) The request must:
- (a) be in writing; and
  - (b) set out details of the change sought and of the reasons for the change.

*Agreeing to the request*

- (4) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (5) The employer may refuse the request only on reasonable business grounds.
- (5A) Without limiting what are reasonable business grounds for the purposes of subsection (5), reasonable business grounds include the following:
- (a) that the new working arrangements requested by the employee would be too costly for the employer;
  - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
  - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees,



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- to accommodate the new working arrangements requested by the employee;
- (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
  - (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- (6) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.

**66 State and Territory laws that are not excluded**

This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to flexible working arrangements, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.

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**Division 5—Parental leave and related entitlements**

**Subdivision A—General**

**67 General rule—employee must have completed at least 12 months of service**

*Employees other than casual employees*

- (1) An employee, other than a casual employee, is not entitled to leave under this Division (other than unpaid pre-adoption leave or unpaid no safe job leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before the date that applies under subsection (3).

*Casual employees*

- (2) A casual employee, is not entitled to leave (other than unpaid pre-adoption leave or unpaid no safe job leave) under this Division unless:
- (a) the employee is, or will be, a long term casual employee of the employer immediately before the date that applies under subsection (3); and
  - (b) but for:
    - (i) the birth or expected birth of the child; or
    - (ii) the placement or the expected placement of the child; or
    - (iii) if the employee is taking a period of unpaid parental leave that starts under subsection 71(6) or paragraph 72(3)(b) or 72(4)(b)—the taking of the leave; the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

*Date at which employee must have completed 12 months of service*

- (3) For the purpose of subsections (1) and (2), the date that applies is:
- (a) unless paragraph (b) or (c) applies:

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- (i) if the leave is birth-related leave—the date of birth, or the expected date of birth, of the child; or
- (ii) if the leave is adoption-related leave—the day of placement, or the expected day of placement, of the child; or
- (b) for an employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under subsection 71(6)—the date on which the employee’s period of leave is to start; or
- (c) for a member of an employee couple taking a period of unpaid parental leave that is to start under paragraph 72(3)(b) or 72(4)(b) after the period of unpaid parental leave of the other member of the employee couple—the date on which the employee’s period of leave is to start.

*Meaning of birth-related leave*

- (4) **Birth-related leave** means leave of either of the following kinds:
  - (a) unpaid parental leave taken in association with the birth of a child (see section 70);
  - (b) unpaid special maternity leave (see section 80).

*Meaning of adoption-related leave*

- (5) **Adoption-related leave** means leave of either of the following kinds:
  - (a) unpaid parental leave taken in association with the placement of a child for adoption (see section 70);
  - (b) unpaid pre-adoption leave (see section 85).

*Meaning of day of placement*

- (6) The **day of placement**, in relation to the adoption of a child by an employee, means the earlier of the following days:
  - (a) the day on which the employee first takes custody of the child for the adoption;
  - (b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

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**68 General rule for adoption-related leave—child must be under 16 etc.**

An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:

- (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

**69 Transfer of employment situations in which employee is entitled to continue on leave etc.**

(1) If:

- (a) there is a transfer of employment in relation to an employee; and
- (b) the employee has already started a period of leave under this Division when his or her employment with the first employer ends;

the employee is entitled to continue on that leave for the rest of that period.

(2) If:

- (a) there is a transfer of employment in relation to an employee; and
- (b) the employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this Division in relation to taking a period of leave;

the employee is taken to have taken the step in relation to the second employer.

**Note:** Steps covered by this subsection include (for example) giving the first employer notice under subsection 74(1), confirmation or advice under subsection 74(4) or evidence under subsection 74(5).

## **Subdivision B—Parental leave**

### **70 Entitlement to unpaid parental leave**

An employee is entitled to 12 months of unpaid parental leave if:

- (a) the leave is associated with:
  - (i) the birth of a child of the employee or the employee's spouse or de facto partner; or
  - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has or will have a responsibility for the care of the child.

Note: Entitlement is also affected by:

- (a) section 67 (which deals with length of the employee's service); and
- (b) for pregnancy and birth—subsection 77A(3) (which applies if the pregnancy ends other than by the child being born alive, or if the child dies after birth); and
- (c) for adoption—section 68 (which deals with the age etc. of the adopted child).

### **71 The period of leave—other than for members of an employee couple who each intend to take leave**

#### *Application of this section*

- (1) This section applies to an employee who intends to take unpaid parental leave if:
  - (a) the employee is not a member of an employee couple; or
  - (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave.

#### *Leave must be taken in single continuous period*

- (2) The employee must take the leave in a single continuous period.

Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

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- (3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start:
- (a) up to 6 weeks before the expected date of birth of the child; or
  - (b) earlier, if the employer and employee so agree;
- but must not start later than the date of birth of the child.

Note 1: If the employee is not fit for work, she may be entitled to:

- (a) paid personal leave under Subdivision A of Division 7; or
- (b) unpaid special maternity leave under section 80.

Note 2: If it is inadvisable for the employee to continue in her present position, she may be entitled:

- (a) to be transferred to an appropriate safe job under section 81; or
- (b) to paid no safe job leave under section 81A; or
- (c) to unpaid no safe job leave under section 82A.

Note 3: Section 344 prohibits the exertion of undue influence or undue pressure on the employee in relation to a decision by the employee whether to agree as mentioned in paragraph (3)(b) of this section.

- (4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child.

*When adoption-related leave must start*

- (5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

*Leave may start later for employees whose spouse or de facto partner is not an employee*

- (6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
- (a) the employee has a spouse or de facto partner who is not an employee; and
  - (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

Note: An employee whose leave starts under subsection (6) is still entitled under section 76 to request an extension of the period of leave beyond

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his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see subsection 76(7)).

**72 The period of leave—members of an employee couple who each intend to take leave**

*Application of this section*

- (1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.

*Leave must be taken in single continuous period*

- (2) Each employee must take the leave in a single continuous period.

Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).

Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

*When birth-related leave must start*

- (3) If the leave is birth-related leave:
- (a) one employee's period of leave must start first, in accordance with the following rules:
    - (i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, or earlier if the employer and employee so agree, but must not start later than the date of birth of the child;
    - (ii) if subparagraph (i) does not apply—the period of leave must start on the date of birth of the child; and
  - (b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).

*When adoption-related leave must start*

- (4) If the leave is adoption-related leave:

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- (a) one employee's period of leave must start on the day of placement of the child; and
- (b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).

*Limited entitlement to take concurrent leave*

- (5) If one of the employees takes a period (the ***first employee's period of leave***) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the ***concurrent leave***) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
- (a) the concurrent leave must not be longer than 8 weeks in total;
  - (b) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks;
  - (c) unless the employer agrees, the concurrent leave must not start before:
    - (i) if the leave is birth-related leave—the date of birth of the child; or
    - (ii) if the leave is adoption-related leave—the day of placement of the child.
- (6) Concurrent leave taken by an employee:
- (a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and
  - (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection (3) or (4)).

Note: The concurrent leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.



### **73 Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth**

*Employer may ask employee to provide a medical certificate*

- (1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):
- (a) a statement of whether the employee is fit for work;
  - (b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
    - (i) illness, or risks, arising out of the employee’s pregnancy; or
    - (ii) hazards connected with the position.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

*Employer may require employee to take unpaid parental leave*

- (2) The employer may require the employee to take a period of unpaid parental leave (the ***period of leave***) as soon as practicable if:
- (a) the employee does not give the employer the requested certificate within 7 days after the request; or
  - (b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or
  - (c) the following subparagraphs are satisfied:
    - (i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);
    - (ii) the employee has not complied with the notice and evidence requirements of section 74 for taking unpaid parental leave.

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**Note:** If the medical certificate contains a statement as referred to in subparagraph (c)(i) and the employee has complied with the notice and evidence requirements of section 74, then the employee is entitled to be transferred to a safe job (see section 81) or to paid no safe job leave (see section 81A).

*When the period of leave must end*

- (3) The period of leave must not end later than the earlier of the following:
- (a) the end of the pregnancy;
  - (b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.

*Special rules about the period of leave*

- (4) The period of leave:
- (a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and
  - (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).

**Note:** The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.

- (5) The employee is not required to comply with section 74 in relation to the period of leave.

**74 Notice and evidence requirements**

*Notice*

- (1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.
- (2) The employee must give the notice to the employer:

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- (a) at least:
    - (i) 10 weeks before starting the leave, unless subparagraph (ii) applies; or
    - (ii) if the leave is to be taken in separate periods of concurrent leave (see paragraph 72(5)(b)) and the leave is not the first of those periods of concurrent leave—4 weeks before starting the period of concurrent leave; or
  - (b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).
- (3) The notice must specify the intended start and end dates of the leave.

*Confirmation or change of intended start and end dates*

- (4) At least 4 weeks before the intended start date specified in the notice given under subsection (1), the employee must:
- (a) confirm the intended start and end dates of the leave; or
  - (b) advise the employer of any changes to the intended start and end dates of the leave;
- unless it is not practicable to do so.
- (4A) Subsection (4) does not apply to a notice for a period of concurrent leave referred to in subparagraph (2)(a)(ii).

*Evidence*

- (5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:
- (a) if the leave is birth-related leave—of the date of birth, or the expected date of birth, of the child; or
  - (b) if the leave is adoption-related leave:
    - (i) of the day of placement, or the expected day of placement, of the child; and
    - (ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.

**Chapter 2** Terms and conditions of employment  
**Part 2-2** The National Employment Standards  
**Division 5** Parental leave and related entitlements

**Section 75**

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- (6) Without limiting subsection (5), an employer may require the evidence referred to in paragraph (5)(a) to be a medical certificate.

*Compliance*

- (7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

**75 Extending period of unpaid parental leave—extending to use more of available parental leave period**

*Application of this section*

- (1) This section applies if:
- (a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the ***original leave period***); and
  - (b) the original leave period is less than the employee's available parental leave period; and
  - (c) the original leave period has started.
- (2) The employee's ***available parental leave period*** is 12 months, less any periods of the following kinds:
- (a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);
  - (b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2);
  - (c) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 76(6)(c).

*First extension by giving notice to employer*

- (3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- (4) Only one extension is permitted under subsection (3).

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Section 76

*Further extensions by agreement with employer*

- (5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.

*No entitlement to extension beyond available parental leave period*

- (6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.

**76 Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period**

*Employee may request further period of leave*

- (1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.

Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).

*Making the request*

- (2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.

*Agreeing to the requested extension*

- (3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (4) The employer may refuse the request only on reasonable business grounds.
- (5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.

**Chapter 2** Terms and conditions of employment  
**Part 2-2** The National Employment Standards  
**Division 5** Parental leave and related entitlements

**Section 77**

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*Special rules for employee couples*

- (6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
- (a) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
  - (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
  - (c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.

*No extension beyond 24 months after birth or placement*

- (7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

**77 Reducing period of unpaid parental leave**

If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

**77A Pregnancy ends (other than by birth of a living child) or child born alive dies**

*Application of this section*

- (1) This section applies to unpaid parental leave, if:
- (a) the leave is birth-related leave; and
  - (b) either:
    - (i) the pregnancy ends other than by the child being born alive; or
-

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Section 77A

- (ii) the child dies after being born.

*Cancellation of leave*

- (2) Before the leave starts:
- (a) the employee may give the employer written notice cancelling the leave; or
  - (b) the employer may give the employee written notice cancelling the leave.

Example: Subsections (2) and (3) do not apply if:

- (a) the child dies after being born; and
- (b) the employee is the female employee who gave birth to the child.

This is because in this case the leave must not start later than the date of birth of the child (see subsection 71(3)).

- (3) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.

Note: If the employee is the female employee who was pregnant with the child and the employee is not fit for work, she may be entitled to:

- (a) paid personal leave under Subdivision A of Division 7; or
- (b) unpaid special maternity leave under section 80.

*Return to work*

- (4) The employee may give the employer written notice that the employee wishes to return to work:
- (a) after the start of the period of leave, but before its end; and
  - (b) within 4 weeks after the employer receives the notice.
- (5) The employer:
- (a) may give the employee written notice requiring the employee to return to work on a specified day; and
  - (b) must do so if the employee gives the employer written notice under subsection (4);
- unless the leave has not started and the employer cancels it under subsection (2).
- (6) The specified day must be after the start of the period of leave, and:
- (a) if subsection (4) applies—within 4 weeks after the employer receives the notice under that subsection; or

**Chapter 2** Terms and conditions of employment  
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**Division 5** Parental leave and related entitlements

**Section 78**

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- (b) otherwise—at least 6 weeks after the notice is given to the employee under subsection (5).
- (7) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

*Interaction with section 77*

- (8) This section does not limit section 77 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).

**78 Employee who ceases to have responsibility for care of child**

- (1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.
- (1A) However, this section does not apply if section 77A applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).
- (2) The employer may give the employee written notice requiring the employee to return to work on a specified day.
- (3) The specified day:
  - (a) must be at least 4 weeks after the notice is given to the employee; and
  - (b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.
- (4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

**79 Interaction with paid leave**

- (1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee



Section 79A

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does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.

- (2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- (3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.

### 79A Keeping in touch days

- (1) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (2) A day on which the employee performs work for the employer during the period of leave is a **keeping in touch day** if:
  - (a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
  - (b) both the employee and the employer consent to the employee performing work for the employer on that day; and
  - (c) the day is not within:
    - (i) if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
    - (ii) otherwise—42 days after the date of birth, or day of placement, of the child; and
  - (d) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.



## ATTACHMENT C

## Summary of Key Improvements and Changes.

The new agreement has been formatted to allow for easier identification of clauses through the addition of an alphabetical index and reduced size of the Schedules.

It is a four year Agreement with pay rises back to the first full pay period on or after the 25<sup>th</sup> of January 2017. In addition to the current Agreement there are additional changes and improvements as listed below.

Advertising and filling of vacancies - Clause 35	Clarity for advertising vacancies, advertisement must have the grade. Employment status and time fraction. Timeframes of advertising and filling a vacancy then either backfill the vacancy or prioritise the work.
Annual Leave - Clause 60	Annual leave base entitlement has increased from 4 to 5 weeks per annum for full time staff with a pro rate for part time staff. Weekend Workers are eligible for an additional week under the current arrangements.
Clinical Supervision of Psychologists – Clause 87	This is an expanded clause to allow for increases in clinical supervision of Psychologists.
Consultation – Clause 30	This clause is very similar to the consultation clauses in the other agreements finalised this in the past year.
Disciplinary Procedure – Clause 16	Similar to the previous clause, reflects the reworking which is in the other recent Agreements.
Family Violence Leave – Clause 78	New Clause reflecting the Public Sector Policy
Fitness for Work – Clause 81	Similar to the other recent Agreements
Higher Duties – Clause 51	Similar to the previous clause, however new provision where an employee regularly undertakes higher duties the time over 5 years may be recognised for a higher year grade of the level of the higher duties.
Training during Meal Breaks – Clause 57	Clarity on meal breaks and the circumstances should training occur at this time.
Once off Lump Sum Payment – Clause 50	Payment of \$750 for a full time and pro rata for part time employees who were employed on the 25/01/2017
Overtime Deeming – Clause 58.3	Allows for a process where overtime can be approved if there is an urgent clinical need.
Performance Management – Clause 15	This clause is new and is similar to the Allied Health Professionals 2016-2020 Agreement and allows for an informal and formal process to document a process of managing problematic performance.
Planned and Unplanned Absences – Clause 34.2	The rewording deals effects of absences on the workload of the remaining staff covering planned and unplanned absences.
Prevention and Management of Workplace Bullying – Clause 38	This clause has been updated to include as an additional reference the Victorian Public Sector Standards Commissioner guide – Managing Poor Behaviours in the Workplace which may be used to assist resolution of such matters
Progression for Grade 1 and Grade 2 Scientists – Schedule 3 Clause 6.15	New system to allow for the progression of Scientists from Grade 1 to Grade 2

Public Holidays – Clause 76	The existing public holiday clause is replaced by the Nurses public holiday clause. The main features are; <ol style="list-style-type: none"> <li>1. The penalties drop penalty rates from 250% to 200% for full time / part time staff.</li> <li>2. Clarity of benefits for Public Holidays occurring on a weekend</li> <li>3. Weekend working a public holiday on a weekend get the Nurses outcome i.e. an effective 250%</li> <li>4. The alternative public holiday included substitute and additional public holidays (same as Nurses).</li> <li>5. Part time staff have the Nurses formula including the no benefit for a holiday occurring on a weekend for a Monday to Friday worker</li> </ol>
Purchased Leave – Clause 61	Allows for increased flexibility to 48/49/50/51 over 52 periods of purchased leave
Rates of Pay for Grade 2 Scientists – Clause 50.1	An uplift for scientist grade 2 pay rates.
Requests for Flexible Working Arrangements – Clause 26	Additional words to reflect Section 65 -the Fair Work Act. Changes are the employee is over 55, a “Carer” within the meaning of the Act, the employee is experiencing family violence or has a disability.
Requests to Reduce Ordinary Hours/ Transition to Retirement – Clause 20	Improved clarity of these arrangements.
Rosters – Clause 56	The major changes are for a 24/7 department where the roster must ensure the following to minimise fatigue. Where an employee has an existing and preferred roster pattern then these can be retained. A new schedule of protocols are in the Agreement.
Sabbatical Leave – Clause 71	Similar to the Doctors clause where Sabbatical leave is only available by mutual agreement and only for grade 3 or higher
Salaries and Allowances – Clause 50	Reflecting the wage increases of 3.25% for each of the four years of the agreement for the First Full Pay Period Occurring On or After (FFPPOA) the 25 <sup>th</sup> January 2017/ 2018/ 2019/ 2020
Union rights – Clause 17	Similar to the other agreements this is a common clause do clarify the union rights.
Wage increases – Clause 50	The Agreement has yearly increases of 3.25% occurring on the first full pay period on or after the 25/01/17, 25/01/18, 25/01/19 and 25/01/20
Workload – Clause 33	The current clause with the additional dealing with staffing and the allocation of work

## VICTORIAN PUBLIC HEALTH SECTOR (MEDICAL SCIENTISTS, PHARMACISTS & PSYCHOLOGISTS) ENTERPRISE AGREEMENT 2017-2021

Dear staff member,

This notice is to inform you that the proposed *Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologist) Enterprise Agreement 2017 - 2021* “**Proposed Agreement**” has now been finalised.

The Proposed Agreement represents the settlement negotiated between VHIA on behalf of Employers and MSAV on behalf of Employees with the assistance of the Department of Health and Human Services.

The proposed Agreement covers Audiologists, Clinical Perfusionists, Dietitians, Genetic Counsellors, Medical Physicists, Medical Scientists, Pharmacists & Psychologists.

As per the requirements of the Fair Work Commission, < **INSERT EMPLOYER NAME** > must now provide the above employees with a copy of the proposed Agreement ([Attachment A](#)) and the National Employment Standards ([Attachment B](#)).

Hardcopies of the proposed Agreement are available at < **INSERT LOCATION** >.

Also attached, ([Attachment C](#)) is a summary of the main changes in entitlements however < **INSERT EMPLOYER NAME** > strongly recommends that you read the entire Agreement.

The Employers to be covered by the proposed Agreement must now undertake a ballot of eligible employees. The parties have agreed that Elections Australia will conduct the ballot. The ballot process will be different to the usual process in that instead of receiving a physical ballot in the mail, the ballot process will occur via the Internet between 9am on Monday, 16 October 2017 and Friday 20 October 2017 at 5pm. Detailed instructions on how to vote are attached ([Attachment E](#)).

The ballot involves providing eligible employees with the opportunity to vote to approve or not approve the proposed Agreement.

It is worth noting that more than 50% of all eligible employees (statewide) that vote must vote for the approval of the Agreement in order for the Employers to be covered by the proposed Agreement to submit the proposed Agreement to Fair Work Commission.

If you have any queries in relation to the proposed Agreement you may contact < **INSERT NAME AND CONTACT DETAILS OF LOCAL CONTACT** >. Alternatively, if you are a member of the union, you may also contact your union for information and advice.

Yours sincerely



# HOW TO VOTE ONLINE

You can vote from **9am, 16 October to 5pm, 20 October** by following these steps.

1. Log your computer on to the internet and in the address bar at the top left corner of your web browser (not through a search engine such as Google) enter **www.myvote.com.au/vmspp**



2. Enter your surname, employee number, date of birth and click on your employer then click on the submit button.

## *Elections Australia Pty Ltd*

Conducting elections throughout Australia since 1974

### VICTORIAN PUBLIC HEALTH SECTOR (MEDICAL SCIENTISTS, PHARMACISTS & PSYCHOLOGISTS) ENTERPRISE AGREEMENT 2017-2021

Please fill in your details below then click on the submit button

This information is only used to check that you are eligible to vote and that you have not already voted. The way you vote remains secret.

This information remains confidential and will be destroyed after the completion of the ballot.

<input type="text"/>	Surname
<input type="text"/>	Employee Number
01 ▾ 01 ▾ 2000 ▾	Date of Birth (dd/mm/yyyy)
Albury Wodonga Health (Wodonga Hospital only) ▾	Employer (click on your employer)

3. Click on either the YES or NO box then click on the submit button.

## *Elections Australia Pty Ltd*

Conducting elections throughout Australia since 1974

### Do you approve the proposed Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2017-2021

Click on either the YES or NO box then click on the submit button.  
If you make a mistake click the same box again to clear the entry.

<input type="checkbox"/>	YES - I approve the Agreement.
<input type="checkbox"/>	NO - I do not approve the Agreement.

Please note that your personal information is only used to check that you are eligible to vote and that you have not already voted. The way you vote remains secret.





## ATTACHMENT 3

## Summary of Key Improvements and Changes.

It is a four year Agreement with pay rises back to the first full pay period on or after the 25<sup>th</sup> of January 2017. In addition to the current Agreement there are additional changes and improvements as listed below.

CLAUSE/ TERM OF THE AGREEMENT	COMMENTS
Advertising and filling of vacancies - Clause 35	Timeframes of advertising and for the backfilling of a vacancy then either backfill the vacancy or prioritise the work.
Annual Leave - Clause 60	Annual leave base entitlement has increased from 4 to 5 weeks per annum for full time staff with a pro rata for part time staff. Weekend Workers are eligible for an additional week under the current arrangements.
Clinical Supervision of Psychologists – Clause 87	This is an expanded clause for the employer provided clinical supervision of Psychologists.
Consultation – Clause 30	This clause is very similar to the consultation clauses in the other agreements finalised this in the past year.
Family Violence Leave – Clause 78	New Clause enabling paid Family Violence Leave
Higher Duties – Clause 51	New provision where an employee regularly undertakes higher duties the time over 5 years may be recognised to enable payment at a higher year grade of the level of the higher duties.
Once off Lump Sum Payment – Clause 50	Payment of \$750 for a full time and pro rata for part time employees who were employed on the 25/01/2017
Overtime Deeming – Clause 58.3	Allows for a process where overtime can be approved if there is an urgent clinical need.
Progression for Grade 1 and Grade 2 Scientists – Schedule 3 Clause 6.15	New system to allow for the progression of Scientists from Grade 1 to Grade 2
Purchased Leave – Clause 61	Allows for increased flexibility to 48/49/50/51 over 52 periods of purchased leave
Rates of Pay for Grade 2 Scientists – Clause 50.1	An uplift for scientist grade 2 pay rates.
Requests for Flexible Working Arrangements – Clause 26	Additional words to reflect Section 65 -the Fair Work Act. Changes are the employee is over 55, a “Carer” within the meaning of the Act, the employee is experiencing family violence or has a disability.
Requests to Reduce Ordinary Hours/ Transition to Retirement – Clause 20	Improved clarity of these arrangements.

Rosters – Clause 56	The major changes are for a 24/7 department where the roster must ensure the following to minimise fatigue. Where an employee has an existing and preferred roster pattern then these can be retained. A new schedule of protocols are in the Agreement.
Sabbatical Leave – Clause 71	Sabbatical paid leave of up to six months is available by mutual agreement and only for grade 3 or higher
Salaries and Allowances – Clause 50	Reflecting the wage increases of 3.25% for each of the four years of the agreement for the First Full Pay Period Occurring On or After (FFPPOA) the 25 <sup>th</sup> January 2017/ 2018/ 2019/ 2020
Wage increases – Clause 50	The Agreement has yearly increases of 3.25% occurring on the first full pay period on or after the 25/01/17, 25/01/18, 25/01/19 and 25/01/20

ATTACHMENT 4 - WAGES COMPARISON

HEALTH PROFESSIONALS & SUPPORT SERVICES MODERN AWARD CLASSIFICATION AND YEAR  
 HEALTH PROFESSIONALS & SUPPORT SERVICES MODERN AWARD CLASSIFICATION AND YEAR  
 PROPOSED ENTERPRISE AGREEMENT CLASSIFICATION AND YEAR  
 WEEKLY WAGE RATE  
 WEEKLY WAGE RATE  
 WEEKLY WAGE RATE  
 Medical Scientist

HEALTH PROFESSIONALS & SUPPORT SERVICES MODERN AWARD CLASSIFICATION AND YEAR	WEEKLY WAGE RATE	PROPOSED ENTERPRISE AGREEMENT CLASSIFICATION AND YEAR	WEEKLY WAGE RATE	COMMENT
Health Professional Level 1 pay point 1	\$848.70	n/a		
Health Professional Level 1 pay point 2	\$881.50	Grade 1 year 1	\$1,027.80	
Health Professional Level 1 pay point 3	\$920.40	Grade 1 year 2	\$1,101.50	
Health Professional Level 1 pay point 4	\$952.20	Grade 1 year 3	\$1,193.20	
Health Professional Level 1 pay point 5	\$1,037.30	Grade 1 year 4	\$1,274.70	
Health Professional Level 1 pay point 6	\$1,074.20	Grade 1 year 5	\$1,336.70	
		Grade 1 year 6	\$1,403.50	
		Grade 1 year 7	\$1,474.20	
Health Professional Level 2 pay point 1	\$1,080.10	Grade 2 year 1	\$1,525.00	
Health Professional Level 2 pay point 2	\$1,119.20	Grade 2 year 2	\$1,570.40	
Health Professional Level 2 pay point 3	\$1,161.90	Grade 2 year 3	\$1,600.40	
Health Professional Level 2 pay point 4	\$1,208.20	Grade 2 year 4	\$1,717.20	
Health Professional Level 3 pay point 1	\$1,260.70	Grade 3 year 1	\$1,756.50	
Health Professional Level 3 pay point 2	\$1,295.90	Grade 3 year 2	\$1,816.90	
Health Professional Level 3 pay point 3	\$1,323.90	Grade 3 year 3	\$1,864.50	
Health Professional Level 3 pay point 4	\$1,382.60	Grade 3 year 4	\$1,990.10	
Health Professional Level 3 pay point 5	\$1,433.70	Grade 3 year 4	\$1,990.10	
Health Professional Level 4 pay point 1	\$1,526.30	Grade 4 year 1	\$2,058.60	
Health Professional Level 4 pay point 2	\$1,628.90	Grade 4 year 2	\$2,166.00	
Health Professional Level 4 pay point 3	\$1,771.40	Grade 4 year 3 & 4	\$2,382.20	

Health Professional Level 4 pay point 4	\$1,955.50	Grade 4 year 3 &4	a/a
		Grade 5	\$2,917.10

Higher Qualifications, if relevant are added to the above weekly rates in the Proposed Agreement see page 113

Graduate Certificate	\$47.70
Graduate Diploma	\$77.55
Masters	\$89.45
PhD	\$119.30

**Shift Allowances per Shift**

Shifts are worked by some Medical Scientists in Pathology mainly grade 1 and 2 and Pharmacists grade 1 and grade 2

Allowances are shown in the wages schedule by classification

Morning Shift	\$25.70	Although lower the employee is better off overall
Afternoon Shift	\$25.70	a/a
Night Shift	\$78.30	a/a
Permanent Night Shift	\$83.95	not in the Modern Award
Change of Shift	\$41.10	not in the Modern Award
Change of Roster	\$25.70	not in the Modern Award
On call , 12 hour	\$29.10	
On call 12 hour, Public Holiday	\$55.10	



**Senator the Hon Michaelia Cash**  
**Minister for Employment**  
**Minister for Women**  
**Minister Assisting the Prime Minister for the Public Service**

Reference:MB17-0

Mr Stuart McCullough  
 Chief Executive Officer  
 Victorian Hospitals' Industrial Association  
 88 Maribyrnong Street  
 FOOTSCRAY VIC 3011

Dear Mr McCullough

New Application for a Ministerial Declaration under Section 247 of the Fair Work Act 2009

This letter is in response to your letter of 14 June 2017 containing the Victorian Hospitals' Industrial Association's new application, on behalf of 75 employers, for a declaration under section 247 of the Fair Work Act 2009 (the Act).

I understand your new application seeks to add three employers to the declaration I made on 9 May 2017 but is not otherwise materially different to the previous application you made on 25 May 2017.

I have considered your application, taking into account the matters set out in subsection 247(4) of the Act, and have decided to make the new declaration under subsection 247(3).

I declare that the following 75 employers may bargain together for a proposed enterprise agreement:

- Albury Wodonga Health (Wodonga Hospital only) • Alexandra District Hospital
- Alfred Hospital
- Alpine Health
- Austin Health
- Bairnsdale Regional Health Service
- Ballarat Health Services
- Barwon Health
- Bass Coast Regional Health
- Beechworth Health Service
- Benalla Health Service
- Bendigo Health Care Group
- Calvary Health Bethlehem Hospital Ltd
- Castlemaine Health
- Central Gippsland Health Service
- Cobram District Health
- Colac Area Health
- Djerriwarrh Health Services • East Grampians Health Service
- East Wimmera Health Service
- Eastern Health
- Echuca Regional Health
- Gippsland Southern Health Service
- Goulburn Valley Health
- Hepburn Health Service
- Hesse Rural Health Service

- Heywood Rural Health
- Kerang District Health Service
- Kilmore & District Hospital
- Kooweerup Regional Health Service • Kyabram and District Health Service
- Kyneton District Health Service
- Latrobe Regional Hospital
- Maldon Hospital
- Mansfield District Hospital
- Maryborough District Health Service
- Melbourne Health
- Mercy Public Hospitals Inc
- Mildura Base Hospital
- Monash Health
- Moyne Health Services
- Nathalia District Hospital
- Northeast Health Wangaratta
- Northern Health
- Numurkah District Health Service • Omeo District Health • Orbest Regional Health
- Peninsula Health
- Peter MacCallum Cancer Institute
- Portland District Health
- Robinvale District Health Service
- Rochester & Elmore District Health Service
- Royal Children's Hospital (The)
- Royal Victoria Eye & Ear Hospital (The)
- Royal Women's Hospital (The)
- Rural Northwest Health
- Seymour Health
- South West Healthcare
- St Vincent's Hospital (Melbourne) Limited
- Stawell Regional Health
- Swan Hill District Health
- Tallangatta Health Service
- Terang & Mortlake Health Service
- Timboon & District Health Care Service
- Tweddle Child and Family Health Service
- Upper Murray Health and Community Services
- Victorian Clinical Genetics Services Ltd (VCGS)
- West Gippsland Healthcare Group
- West Wimmera Health Service
- Western District Health Service
- Western Health
- Wimmera Health Care Group
- Yarram & District Health Service
- Yarrawonga District Health Service
- Yea and District Memorial Hospital.

This letter serves as my declaration. Please note that before commencing bargaining for a proposed single-enterprise agreement, the employers will need to obtain a single interest employer authorisation from the Fair Work Commission under section 248 of the Act.

Yours sincerely



Senator the Hon Michaelia Cash

5 / 7 / 2017







## DECISION

*Fair Work Act 2009*  
s.248—Single interest employer authorisation

### **Victorian Hospitals' Industrial Association** (B2017/747)

COMMISSIONER CRIBB

MELBOURNE, 29 AUGUST 2017

*Single interest employer authorisation.*

[1] On 17 August 2017, the Victorian Hospitals Industrial Association (VHIA) made an application for a Single Interest Employer Authorisation under section 248 of the *Fair Work Act 2009* (the Act). The application concerns a new enterprise agreement to cover Audiologists, Dietitians, Medical Physicists, Medical Scientists, Clinical Perfusionists, Pharmacists, Psychologists and Genetic Counsellors employed by the employers specified in the application.

[2] Section 248 of the Act is as follows:

**“248 Single interest employer authorisations**

(1) Two or more employers may apply to the FWC for an authorisation (a **single interest employer authorisation**) under section 249 in relation to a proposed enterprise agreement.

Note: The effect of a single interest employer authorisation is that the employers are single interest employers in relation to the agreement (see paragraph 172(5)(c)).

(2) The application must specify the following:

- (a) the employers that will be covered by the agreement;
- (b) the employees who will be covered by the agreement;
- (c) the person (if any) nominated by the employers to make applications under this Act if the authorisation is made.”

[3] The application sets out the 75 employers intended to be covered by a new enterprise agreement in Attachment A (section 248(2)(a)). The employers are involved in the provision of public health services in the Victorian public health sector and are the same employers as specified in a Declaration made by the Minister under section 247 of the Act (Attachment C to the application).

[4] The application also specifies the group of employees who will be covered by the new enterprise agreement (section 248(2)(b)). They are Audiologists, Dietitians, Medical

Physicists, Medical Scientists, Clinical Perfusionists, Pharmacists, Psychologists and Genetic Counsellors in the Victorian public health sector.

[5] The VHIA has been appointed as the bargaining representative of each of the employers listed in Attachment A to the application. In relation to this proposed new enterprise agreement, the Health Services Union (HSU) (HSU Victoria No. 4 Branch, trading as the Medical Scientists Association of Victoria (MSAV), Victorian Psychologists Association (VPA) and the Association of Hospital Pharmacists (AHP)) is the relevant registered organisation which represents allied health professional employees. The HSU supports the application by the VHIA for a single interest employer authorisation.

[6] The effect of the authorisation sought is to allow two or more single interest employers to bargain together in relation to a new enterprise agreement. Section 249 of the Act specifies when the Fair Work Commission must make a single interest employer authorisation:

**“249 When the FWC must make a single interest employer authorisation**

*Single interest employer authorisation*

(1) The FWC must make a single interest employer authorisation in relation to a proposed enterprise agreement if:

(a) an application for the authorisation has been made; and

(b) the FWC is satisfied that:

(i) the employers that will be covered by the agreement have agreed to bargain together; and

(ii) no person coerced, or threatened to coerce, any of the employers to agree to bargain together; and

(c) the requirements of either subsection (2) (which deals with franchisees) or (3) (which deals with employers that may bargain together for a proposed enterprise agreement) are met.

*Franchisees*

(2) The requirements of this subsection are met if the FWC is satisfied that the employers carry on similar business activities under the same franchise and are:

(a) franchisees of the same franchisor; or

(b) related bodies corporate of the same franchisor; or

(c) any combination of the above.

*Employers that may bargain together for the agreement*

(3) The requirements of this subsection are met if the FWC is satisfied that all of the employers are specified in a declaration made under section 247 in relation to the agreement.

*Operation of authorisation*

(4) The authorisation:

(a) comes into operation on the day on which it is made; and

(b) ceases to be in operation at the earlier of the following:

(i) the day on which the enterprise agreement to which the authorisation relates is made;

(ii) 12 months after the day on which the authorisation is made or, if the period is extended under section 252, at the end of that period.”

[7] Having considered the material before me, I am satisfied, pursuant to section 249(1), that the employers who will be covered by the proposed new enterprise agreement have freely agreed to bargain together. I am also satisfied that no person has coerced, or threatened to coerce, any of those employers, to bargain in this way.

[8] I am also satisfied that the employers specified in the application are also the employers specified in the Declaration made by the Minister on 5 July 2017 under section 247 of the Act (section 249(3)).

[9] Therefore, in accordance with section 249(1) of the Act, I must make a single interest employer authorisation in relation to the proposed enterprise agreement.

[10] The authorisation will come into operation on the day on which it is made, which is the date of this decision. The authorisation will cease to be in operation on the day which the proposed new enterprise agreement is made or twelve months from the day of the authorisation, whichever is earlier.

[11] The authorisation<sup>1</sup> giving effect to this decision will be issued separately.



COMMISSIONER

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<sup>1</sup> PR595662





# SINGLE INTEREST EMPLOYER AUTHORISATION

*Fair Work Act 2009*

s.248—Single interest employer authorisation

## **Victorian Hospitals’ Industrial Association** (B2017/747)

COMMISSIONER CRIBB

MELBOURNE, 29 AUGUST 2017

*Single interest employer authorisation.*

[1] Pursuant to s.249 of the *Fair Work Act 2009* (the Act), the Fair Work Commission makes a single interest authorisation in relation to a proposed agreement to cover the employers and employees listed below.

[2] Employers that will be covered by the agreement are those listed in **Attachment A** annexed to this authorisation.

[3] Employees that will be covered by the agreement are employees of the employers listed in **Attachment A** and employed in the following classifications:

Audiologists	Clinical Perfusionists
Dietitians	Pharmacists
Medical Physicists	Psychologists
Medical Scientists	Genetic Counsellors

[4] Victorian Hospitals’ Industrial Association (**VHIA**) is nominated by Employers to make applications under the Act in relation to the proposed agreement.

[5] Pursuant to s.249(4) of the Act, this authorisation comes into operation on 19 January 2017.



COMMISSIONER

**Attachment A**

Albury Wodonga Health (Wodonga Hospital only)
Alexandra District Hospital
Alfred Hospital
Alpine Health
Austin Health
Bairnsdale Regional Health Service
Ballarat Health Services
Barwon Health
Bass Coast Regional Health
Beechworth Health Service Inc
Benalla Health Service
Bendigo Health Care Group
Calvary Health Bethlehem Hospital Ltd
Castlemaine Health
Central Gippsland Health Service
Cobram District Health
Colac Area Health
Djerriwarrh Health Services
East Grampians Health Service
East Wimmera Health Service
Eastern Health
Echuca Regional Health
Gippsland Southern Health Service
Goulburn Valley Health
Heywood Rural Health
Hepburn Health Service
Hesse Rural Health Service
Kerang District Health Service
Kilmore & District Hospital
Kooweerup Regional Health Service
Kyabram District Health
Kyneton District Health Service
Latrobe Regional Hospital
Maldon Hospital
Mansfield District Hospital
Maryborough District Health Service
Melbourne Health
Mercy Public Hospitals Inc.
Mildura Base Hospital
Monash Health
Moyne Health Services
Nathalia District Hospital
Northeast Health Wangaratta
Northern Health
Numurkah District Health Service
Omeo District Health

Orbost Regional Health
Peninsula Health
Peter MacCallum Cancer Institute
Portland District Health
Robinvale District Health Service
Rochester & Elmore District Health Service
Royal Children's Hospital (The)
Royal Victoria Eye & Ear Hospital (The)
Royal Women's Hospital (The)
Rural Northwest Health
Seymour Health
South West Healthcare
St Vincent's Hospital (Melbourne) Limited
Stawell Regional Health
Swan Hill District Health
Tallangatta Health Service
Terang & Mortlake Health Service
Timboon & District Health Care Service
Tweedle Child and Family Services
Upper Murray Health and Community Services
Victorian Clinical Genetics Service (VCGS)
West Gippsland Healthcare Group
West Wimmera Health Service
Western District Health Service
Western Health
Wimmera Health Care Group
Yarram & District Health Service
Yarrawonga District Health Service
Yea and District Memorial Hospital

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**FAIR WORK COMMISSION****MATTER NO. AM2016/31****Four yearly review of modern awards****Health Professionals and Support Services Award 2010****STATEMENT OF ALEX LESZCZYNSKI**

1. I am employed as a Senior Industrial Officer with the Health Services Union Victoria No. 3 Branch, known as the Victorian Allied Health Professionals Association ('VAHPA').
2. I have been employed solely with VAHPA since March 2013. In my role my responsibilities include negotiating enterprise agreements, representing VAHPA members in the Fair Work Commission and coordinating the Industrial work in VAHPA.
3. In this matter, I provided a witness statement dated 17 March 2017. This witness statement supplements that witness statement.

**Coverage**

4. VAHPA has coverage of allied health professional employees in Victoria, including health professional employees covered by the *Health Professionals and Support Services Award 2010* ('the Award').

**Health Professional occupations**

5. In my witness statement of 17 March 2017, I stated in paragraph 5 that the nomenclature used to describe health professions is changing and expanding all the time, and that new health professions also emerge.
6. My witness statement of 17 March 2017 also talked about:
  - a. in paragraphs 11 and 12, how the professional association that represented one of the Play Therapist health professions changed their name from the Australian Association of Hospital Play Specialists to the Association of Child Life Therapists Australia ('ACLTA') and that they have also started calling their profession Child Life Therapists to avoid confusion with another group of health professionals called play therapists; and
  - b. in paragraph 16, that Health Information Managers and Medical Records Administrators are the same health profession, with Medical Records

<b>Lodged on behalf of:</b>	<b>Health Services Union</b>		
<b>Lodged by:</b>	Rachel Liebhaber, National Industrial Officer		
<b>Address for service:</b>	Suite 46, 255 Drummond Street Carlton		
<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachell@hsu.net.au">rachell@hsu.net.au</a>

Administration generally being the old name to describe the Health Information Management profession.

7. The health profession Cardiac Technologist that is in the list of Common Health Professionals in Schedule C of the Award is another example of how health professions can change their name, but also demonstrates how health professions develop and change.
8. The profession that is listed as Cardiac Technologist in the list of Common Health Professionals in Schedule C of the Award encompasses people performing work in a profession that in the past, and still is, given a number of different names, including Cardiac Technician, Cardiac Scientist and Cardiac Physiologist.
9. The main professional association for Cardiac Technologists in Australia is Professionals in Cardiac Sciences Australia ('PiCSA'). In 2016 at their Annual General Meeting they recommended that the title "Cardiac Physiologist" be used for all cardiac science professionals throughout Australia. PiCSA produced a document announcing this name change, explaining the rationale for it, and who it will apply to. A copy of this document is attached to this Statement as **AL-1**.
10. This document from PiCSA indicates that:
 

*"Current title variability is demonstrated by the use of terms such as "technician", "technologist" "scientist" and "specialist" for individuals performing variations of the same roles in different states/territories of Australia."*
11. This demonstrates that the names of professions can change over time, as well as the fact that multiple names can be used for the same or very similar professions.
12. The document from PiCSA also indicates that there are five distinct cardiac science roles for whom the title Cardiac Physiologist is recommended:
  - a. ECG (including stress tests, ambulatory blood pressure monitoring, holter monitoring etc.);
  - b. Cardiac Catheterisation;
  - c. Cardiac Sonography/Echocardiography;
  - d. Cardiac Devices; and

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<b>Address for service:</b>	Suite 46, 255 Drummond Street Carlton		
<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachell@hsu.net.au">rachell@hsu.net.au</a>

e. Electrophysiology.

13. In the case of ECG, Cardiac Catheterisation and Electrophysiology, under pre-reform awards in Victoria, employees working in these areas would have been considered Cardiac Technologists. The Grade 2 Cardiac Technologist classification descriptor in the *Health Professional Services - Public Sector - Victoria Award 2003* is attached to this Statement as **AL-2**. The Grade 2 Cardiac Technologist classification descriptor in the *Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004* is attached to this Statement as **AL-3**.
14. In the case of Cardiac Devices, under pre-reform awards in Victoria it was not clear whether people working in this area would have been considered Cardiac Technologists.
15. In the case of Cardiac Sonography/Echocardiography, employees working in this area would have been considered Cardiac Technologists under the pre-reform awards in Victoria (see the Grade 2 Cardiac Technologist classification descriptor in the *Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004* at AL-2 and the Grade 2 Cardiac Technologist classification descriptor in the *Health Professional Services - Public Sector - Victoria Award 2003* at AL-3).
16. However currently and for a number of years many people working in Cardiac Sonography/Echocardiography would not necessarily identify themselves as Cardiac Technologists (or Cardiac Physiologists), but would identify themselves as Sonographers, specifically Cardiac Sonographers. To work in Cardiac Sonography/Echocardiography they would need to be admitted to the Register of Accredited Medical Sonographers by the Australian Sonographer Accreditation Registry ('ASAR'). This is clear when one looks at the ASAR website at <https://www.asar.com.au/sonographer-info/accredited-medical-sonographer/> (attached to this Statement as **AL-4**) and the Australia Government Department of Health Medicare Benefits Schedule Book Category 5, Operating from 1 July 2019 (the relevant pages 59 and 79-83 are attached to this Statement as **AL-5**). Further, whilst PiCSA is a professional association that represents their interests working in cardiac science, the Australian Society for Ultrasound in Medicine ('ASUM') is also a professional association that represents their interests working in ultrasound (the ASUM Membership Form is attached to this statement as **AL-6**).
17. However, in Victoria, there is even more history in the changes in nomenclature for Cardiac Technologists.

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<b>Address for service:</b>	Suite 46, 255 Drummond Street Carlton		
<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachell@hsu.net.au">rachell@hsu.net.au</a>

18. The Public Record Office Victoria ('PROV') has files from the former Industrial Relations Commission of Victoria ('IRCV'). VAHPA has recently been looking at files relating to Medical Technicians and Medical Laboratory Technicians for a matter unrelated to Award Modernisation.
19. A predecessor to VAHPA, a state registered union also called the Victorian Allied Health Professionals Association ('previous VAHPA') made claims in relation to Medical Technicians, Medical Laboratory Technicians and Cardiac Technologists in and prior to 1991.
20. In the file at PROV entitled 'Health Professionals Services Award Medical Laboratory Technicians reclassification claims', there is a document that appears to be from the Department of Health Victoria, (unfortunately the file appears to be missing documents and parts of documents) where it indicates that Cardiac Technicians (as noted in the PiCSA document, another name for Cardiac Technologist) were paid as Medical Technicians. This file is attached to this Statement as **AL-7**. It appears that Medical Technician was a catch all classification that covered a number of different Technicians in health, including ECG Technicians (with ECG standing for electrocardiogram), who at that time appeared to be viewed as being a separate profession to Cardiac Technicians.
21. There had been a large increase in the number of Technologists and/or Technicians employed in public hospitals, such as Cardiac Technologists/Technicians (including people performing Cardiac ultrasound) as the document from the Victorian Hospitals Association Limited dated 15 October 1990 (attached to this statement as **AL-8**) indicates, and as such the previous VAHPA sought to vary the Victorian State Award, the *Health Professionals Services Award*, to cover Technologists, including Cardiac Technologists. The first step to achieving this was to vary the jurisdiction of the Health Professional Services Conciliation and Arbitration Board to cover Cardiac Technologists, with the previous VAHPA making an application to the IRCV to do this.
22. On 30 April 1991 the IRCV made a decision and order to vary the jurisdiction of the Health Professional Services Conciliation and Arbitration Board to cover Cardiac Technologists. A copy of this decision is attached to this statement as **AL-9**. As result of this decision, the Victorian *Health Professional Services Award* was later varied so that it applied to the occupation of Cardiac Technologist, with the version of this Award from 1993 (attached to this statement as **AL-10**) showing that it applied to Cardiac Technologists. This Cardiac

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<b>Address for service:</b>	Suite 46, 255 Drummond Street Carlton		
<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachell@hsu.net.au">rachell@hsu.net.au</a>

Technologist classification also applied to ECG Technicians as the Cardiac Technologist Grade 2 classification referred to holtermonitor interpretation, which is something an ECG Technician/Technologist would perform.

23. Thus, in Victoria, the Cardiac Technologist profession:

- a. originally was paid as a Medical Technician under relevant Victorian industrial instruments;
- b. was referred to as Cardiac Technician (though at this time ECG Technician was viewed by some as being separate, whilst Cardiac Sonographer/Echocardiographer was considered part of the Cardiac Technician profession), even though it was not listed as a separate profession under the relevant industrial instruments;
- c. then became known as Cardiac Technologist (which included people who would have been considered an ECG Technician, as well as those considered a Cardiac Sonographer/Echocardiographer);
- d. for many Cardiac Sonographers/Echocardiographers, was no longer considered by them to be their profession, as they considered Sonography to be their profession, though they could still also consider themselves part of the Cardiac Technologist profession; and
- e. became the Cardiac Physiologist profession, which encompasses what at one time would have been ECG Technicians, as well as Cardiac Sonographers/Echocardiographers, though at this time Cardiac Technologist is still used more frequently in enterprise agreements than Cardiac Physiologist.

24. As the above demonstrates, when it comes to Health Professionals, the name of Health Professions change, the profession can be called different names, a person can be classified as part of more than one profession and professions can emerge out of or merge into other professions. It is therefore again quite clear when one looks at the list in Schedule C of the Award that the list is problematic if it is exhaustive rather than indicative, particularly if one takes an overly literal approach to deciding whether a health profession is covered by the Award.

25. I am aware that in previous Award Modernisation proceedings in the Fair Work Commission

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<b>Address for service:</b>	Suite 46, 255 Drummond Street Carlton		
<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachell@hsu.net.au">rachell@hsu.net.au</a>

the Dental Hygienists Association of Australia Incorporated ('DHAA') applied to have the Fair Work Commission vary the Award to remove the reference to Dental Hygienist from Schedule C of the Award, and that the grounds advanced by the DHAA in support of their application largely related to the fact that dental hygienists have not historically been covered by industrial instruments, apart from in Victoria, and award coverage would result in certain disadvantages to the occupation.

26. While I can't comment on Dental Hygienists specifically, I can indicate that I don't believe that Award coverage necessarily results in disadvantages to other professions. Sonographers are an example of this.

27. Sonographers in Victoria were previously not explicitly listed as distinct professions in the relevant pre-reform awards, though many were covered through other professions, including the:

- a. Medical Imaging Technologist profession (The Grade 2 Medical Imaging Technologist classification descriptor in the *Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004* is attached to this statement at **AL-11**; the Grade 2 Medical Imaging Technologist classification descriptor in the *Health Professional Services - Public Sector - Victoria Award 2003* is attached at **AL-12**; and the Grade 2 Medical Imaging Technologist classification in the *Health Services Union of Australia (Private Radiology - Victoria) Award 2003* is attached as **AL-13**. All of these classification descriptors refer to ultrasound, which is work a Sonographer performs, with most Sonographers having qualifications that qualify them to be a Medical Imaging Technologist);
- b. Nuclear Medicine Technologist profession (The Grade 2 Nuclear Medicine Technologist classification descriptor in the *Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004* is attached to this statement as **AL-14**; the Grade 2 Nuclear Medicine Technologist classification descriptor in the *Health Professional Services - Public Sector - Victoria Award 2003* is attached as **AL-15**; and Annexure K – Grade 2 Nuclear Medicine Technologist classification in the *Health Services Union of Australia (Private Radiology - Victoria) Award 2003* is attached at **AL-16**. All of these classification descriptors refer to ultrasound, which is work a Sonographer performs, with some Sonographers having qualifications that qualify them to be a Nuclear Medicine Technologist); and

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<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachell@hsu.net.au">rachell@hsu.net.au</a>

- c. Cardiac Technologist profession (see Grade 2 Cardiac Technologist classification descriptor in the *Health Services Union of Australia (Health Professional Services - Private Sector Victoria) Award 2004* at AL-3 and Grade 2 Cardiac Technologist classification descriptor in the *Health Professional Services - Public Sector - Victoria Award 2003* at AL-2, both of which refer to echocardiography which is work a Cardiac Sonographer performs, with most Cardiac Sonographers having qualifications that qualify them to be a Cardiac Technologist).

28. Sonographers were however explicitly included in Schedule C of the Award. This however has not resulted in Sonographers being disadvantaged.

29. Sonographers are in many enterprise agreements that VAHPA negotiates and are generally one of, if not the highest paid profession in the enterprise agreements due to supply and demand.

30. It is also not uncommon for employers to pay above enterprise agreement rates. For example, under the *Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020* ('the Public Sector Agreement') (attached to this Statement as **AL-17**), a full-time sonography employee who has:

- a. successfully completed a Degree or Postgraduate qualification in Sonography recognised by ASAR and is eligible for admission to the Register of Accredited Medical Sonographers by ASAR; or
- b. not completed a Degree or Postgraduate qualification in Sonography recognised by ASAR, but has been admitted to the Register of Accredited Medical Sonographers by the ASAR;

will at a minimum be paid at the Sonographer Grade 3 rate of pay, which is currently between \$1,752.40 per week and \$2,002.10 per week depending on the employee's years of experience. In addition, most will also receive a higher qualifications allowance which for a full-time employee is currently an extra \$93.65 per week.

31. However Monash Health, Barwon Health, Western Health, Eastern Health and Alfred Health (and possibly other employers) who are covered by the Public Sector Agreement, often pay their Sonographers at the Grade 4 Sonographer rate of pay or are starting to pay their Sonographers at the Grade 4 Sonographer rate of pay, even where the Sonographers don't meet the requirements to be classified at Grade 4, as a way of recruiting and retaining

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<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachell@hsu.net.au">rachell@hsu.net.au</a>



Sonographers. For a full-time employee the Grade 4 Sonographer rate of pay is currently between \$2,121.70 a week and \$2,337.80 per week depending on their years of experience. In addition, most will still also receive a higher qualifications allowance which for a full-time employee is currently an extra \$93.65 per week.

32. It is also the case that Sonographers, both covered by an enterprise agreement and not covered by an enterprise agreement, are paid significantly above the rates in the Award. In the Award the highest rate of pay for a Sonographer is the Health Professional employee – Level 4, Pay Point 4 rate of pay, which is \$2,084.60 a week for a full-time employee, which is \$54.76 per hour, or \$68.57 per hour if the employee is a casual employee. However, it is not uncommon for Sonographers to be paid above this rate, even where they don't meet the requirements to be classified at Health Professional employee – Level 4, Pay Point 4 in the Award. For example, on the jobs board of ASUM, it is fairly common to see Sonographer jobs advertised for above \$68.57 per hour. Copies of job advertisements for Sonographers are attached to this Statement at **AL-18 - AL-24**.
33. Therefore, being covered by the Award has not resulted in disadvantage for Sonographers, generally as the demand for Sonographers outweighs the supply of Sonographers. On the contrary, being covered by the Award provides Sonographers with a number of entitlements and protections they would not otherwise be entitled to, such as annual leave loading, penalty rates, and minimum breaks.
34. As indicated in my previous witness statement, it is my opinion that the List of Common Health Professionals in Schedule C of the Award must be an indicative list, not an exhaustive list. New health professions emerge, often performing similar work to existing health professions, and health professions can change their name. If the List of Common Health Professionals in Schedule C of the Award were exhaustive, it could exclude health professionals from being covered by the Award, even though they are doing similar work to and have similar qualifications to health professionals who are covered by the Award.



**Alex Leszczynski**

7 August 2019

<b>Lodged on behalf of:</b>	<b>Health Services Union</b>		
<b>Lodged by:</b>	Rachel Liebhaber, National Industrial Officer		
<b>Address for service:</b>	Suite 46, 255 Drummond Street Carlton		
<b>Phone:</b>	1300 478 000	<b>Email:</b>	<a href="mailto:rachel@hsu.net.au">rachel@hsu.net.au</a>



The title “Cardiac Physiologist” is now recommended for all clinical cardiac science professionals throughout Australia.

This specific designation was determined by vote at the 2016 Annual General Meeting for Professionals in Cardiac Sciences Australia (PiCSA).

We call upon all Australian states and territories to adopt the new title to aid in the recognition and advancement of the clinical cardiac science professions.

#### **Who is PiCSA?**

Professionals in Cardiac Sciences Australia was formed in 2011 to be the peak representative body for the Cardiac Scientists and Technologists employed in the hospitals and clinics throughout the nation.

Because PiCSA is made up of Australian cardiac science professionals, the new title represents the views of the workforce itself: It is the name that we have selected for ourselves, and represents the best interests of the present and future cardiac science workforce.

Our mission is to promote a commitment to excellence in standards of clinical best practice, provide the resources for ongoing continuing education of our members as well as promote and raise the profile of cardiac sciences both within and outside the profession. We act as advisors to individuals, unions, employers, educational and government institutions.

#### **Why is a standardised title needed?**

Currently in Australia there is no consistent title for individuals working in the clinical cardiac science professions. Current title variability is demonstrated by the use of terms such as “technician”, “technologist” “scientist” and “specialist” for individuals performing variations of the same roles in different states/territories of Australia.

Being divided, rather than united, by job title has contributed to

- vastly differing awards/certified agreements and pay scales, as well as inconsistent workplace acknowledgement and recognition of skills, qualifications and abilities
- lack of self-identity: without being grouped under a standardised title, individuals do not have a sense of belonging to their professional community. This has contributed to lack of representation in the governance of health care policy
- lack of perceived identity/recognition: people outside the industry don't really know who we are
- poorly defined pathways for career entry, training and employment, including difficulties for people trying to take their professional skills from one workplace to another
- lack of recognition as a registered profession (e.g. by organisations such as APRAH)
- difficulties in obtaining indemnity insurance (with the exception of those working in echocardiography)

A standardised title is part of our broader aim to secure appropriate recognition of qualifications, skills and abilities as well as parity in remuneration and conditions across the country.

# Professionals in Cardiac Sciences Australia

## Who will the new title apply to?

Like the titles “Nurse” and “Doctor”, the term “Cardiac Physiologist” will be applicable to a range of distinct specialties. There are 5 distinct cardiac science roles for whom the title “Cardiac Physiologist” is recommended. These are:

1. ECG (including stress tests, ambulatory blood pressure monitoring, holter monitoring etc.)
2. Cardiac Catheterisation
3. Cardiac Sonography/Echocardiography
4. Cardiac Devices
5. Electrophysiology

## Why was “physiologist” chosen as the recommended title?

- The title “Cardiac Physiologist” is already in use in New Zealand. As both Australia and NZ are represented by the Cardiac Society of Australia and New Zealand, we feel that the title should be the same in both countries. The United Kingdom also uses the title “cardiac physiologist”.
- Several Australian and international universities already use “physiology” in the titles of courses designed to provide vocational training in the clinical cardiac science professions.
- The Australian Council for Clinical Sciences (see below) will unite the wider clinical physiology professions: “Cardiac physiologists” will be joined by “respiratory physiologists”, “sleep physiologists”, “neuro physiologists”, “renal physiologists” etcetera. All of these professions currently have a similar lack of regulation/representation and through the ACCS we will be able to help each other move forward.

## What else is being done?

PiCSA has provided the initial funding for the creation of the Australian Council for Clinical Sciences (ACCS).

Partnering with New Zealand’s Clinical Physiologists Registration Board of New Zealand, the ACCS will initially act as a voluntary registration board, which will focus its energies on professional standards of practice, profession specific scope of practice and accredited University courses for entry into the field, as well as a public register of practitioners.

As well as being the governing body for registration to practice, the ACCS will look to becoming part of Allied Health Professions Australia (AHPRA) as a means of lobbying the Federal Government on behalf of the Professional Group.

All current members of PiCSA (and ACCS’s associated professions) will be grand-parented into the ACCS as full registrants in the initial year of incorporation, as a critical mass of members is vitally important in the goal of gaining membership to AHPRA. The ACCS working party is planning on having the organisation fully incorporated and the Register open early in 2017.

## Who do I contact for more information?

Contact details for PiCSA can be found at <http://www.picsa.org.au/>

We also encourage people to join our Facebook page.

Increases made under previous National Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

## **19.11 Definitions**

### **19.11.1 UG1 definitions (in alphabetical order)**

#### **19.11.1(a) Cardiac technology**

##### **19.11.1(a)(i) Cardiac technologist (qualified)**

A person employed as such who holds an appropriate Bachelor of Science Degree, Bachelor of Applied Science Degree or equivalent as recognised by the employer.

##### **19.11.1(a)(ii) Cardiac technologist grade 2**

A Cardiac Technologist appointed to the grade with additional responsibilities e.g.:

- teaching of cardiac technology students; or
  
- employed on work which in the opinion of the Chief Cardiac Technologist requires special knowledge or depth of experience, e.g. in echocardiography, electrophysiology, cardiac catheterisation, holtermonitor interpretation; or
  
- supervision of cardiology staff.

##### **19.11.1(a)(iii) Cardiac technologist grade 3**

A Cardiac Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the

**20.7.6** The rates of pay in this award include from the first pay period on or after 23 February 2006, the federal minimum wage payable under the *Safety Net Review - Wages May 2004* decision [PR002004] and from the first pay period on or after 23 August 2006, the *Safety Net Review - Wages June 2005* decision [PR002005]. Any increase arising from the insertion of the federal minimum wage clause may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the federal minimum wage.

## **20.8 Definitions**

### **20.8.1 UG1 definitions (in alphabetical order)**

#### **20.8.1(a) Cardiac technology**

##### **20.8.1(a)(i) Cardiac Technologist (Qualified)**

A person employed as such who holds an appropriate Bachelor of Science Degree, Bachelor of Applied Science Degree or equivalent as recognised by the employer.

##### **20.8.1(a)(ii) Cardiac Technologist Grade 2**

A Cardiac Technologist appointed to the grade with additional responsibilities e.g.:

Teaching of Cardiac Technology students; or

Employed on work which in the opinion of the Chief Cardiac Technologist requires special knowledge or depth of experience, e.g. in echocardiography, electrophysiology, cardiac catheterisation, holtermonitor interpretation; or

Supervision of cardiology staff.

**20.8.1(a)(iii) Cardiac Technologist Grade 3**

A Cardiac Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

**20.8.1(a)(iv) Deputy Chief Cardiac Technologist**

A qualified Cardiac Technologist appointed to assist and to deputise for the Chief Cardiac Technologist:

Grade 1 - Where the Chief is classified at Grade 2;

Grade 2 - Where the Chief is classified at Grade 3 or higher.

**20.8.1(b) Library**

**20.8.1(b)(i) Medical Librarian**

A person who is eligible for professional membership of the Library Association of Australia, i.e., has obtained either a Registration Certificate of the Library Association of Australia; a Royal Melbourne Institute of Technology or College of Advanced Education degree or diploma in Librarianship; a Graduate Diploma in Librarianship; or the equivalent recognised by the Library Association of Australia.

**20.8.1(b)(ii) Medical Librarian Grade 2**

[member login](#)

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## Accredited Medical Sonographer



### Sonographer Accreditation

Requirements for Admission to the Register of Accredited Medical Sonographers

The Commonwealth Department of Health and Aging proposed regulations for Medicare ultrasound benefits effective from 1 November, 2001. From this day Sonographers performing ultrasound examinations on behalf of medical practitioners are required to be accredited. A register of qualified and accredited Sonographers is held by Medicare Australia.

### Sonographers with qualifications obtained outside Australia

## **who wish to work in Australia**

All Sonographers with qualifications obtained outside Australia must have their qualifications and experience assessed by the Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) before applying for entry onto ASAR. Sonographers who are issued with a Certificate of Recognition from ASMIRT may then apply for entry onto ASAR under Category 1B below.

## **Important information**

**If you have previously been registered on the ASAR register or are currently listed on the ASAR Register, please refer to the relevant forms and/or fees for all change of status, deactivation or reactivation of registration requests. Annual renewals are to be processed via the 'Profile and CPD' tab on your Sonographer login.**

**Application fees are not refundable, so please take care when you complete your application and check the accuracy of the information that you provide.**

### **Continuation Of Accreditation**

**In order to remain on the Register, an accredited Sonographer MUST satisfy the ASAR CPD requirements and pay the prescribed annual fee.**

**The online application process listed below is fo NEW MEMBERS ONLY!**

### **Category 1A – Accredited Qualification**

To be eligible for admission under category 1A the applicant must meet the following criteria:

- Must be an Australian / New Zealand Citizen, or a Permanent Resident of Australia, and
- Must hold an ASAR accredited qualification in medical ultrasound

If the qualification was obtained more than 3 years ago, applicants need to have been active for an equivalent of 1 year part-time/6 months full-time in clinical ultrasound practice in the last 3 years. If otherwise, applicants need to comply with ASAR's return to clinical practice policy.

Applicants with 40% or more of their clinical experience offshore during the course of their study will be assessed on a case-by-case basis.

Apply online

([https://www.asar.com.au/\\_membership/join/form/typeid/876](https://www.asar.com.au/_membership/join/form/typeid/876))

### **Category 1B – Australian Society of Medical Imaging and Radiation Therapy (ASMIRT) Certificate of Recognition in Ultrasound**

To be eligible for admission under category 1B the applicant must meet the following criteria:

- Must be an Australian / New Zealand Citizen, or a Permanent Resident of Australia, or hold a valid Australian working visa, and
- Must hold an ASMIRT Certificate of Recognition in Ultrasound

Renewal each year for applicants with a valid working visa is dependent upon presenting ASAR with proof of a valid work visa for that year.

If the ASMIRT certificate was obtained more than 3 years ago, applicants need to have been active for an equivalent of 1 year part-time/6 months full-time in clinical ultrasound practice in the last 3 years. If otherwise, applicants need to comply with ASAR's return to clinical practice policy.



This category is suitable for applicants who: hold a temporary visa and wish to obtain employment in Australia, hold overseas qualifications and wish to obtain employment in Australia, are temporary residents and have obtained an ASAR accredited qualification and wish to obtain employment in Australia.

Apply online

([https://www.asar.com.au/\\_membership/join/form/typeid/877](https://www.asar.com.au/_membership/join/form/typeid/877))

## **Address**

PO Box 146  
Welland  
SA 5007

## **Useful links**

CPD Program (<https://www.asar.com.au/cpd/asar-cpd-program/>)

Fees (<https://www.asar.com.au/sonographer-info/fees/>)

FAQs (<https://www.asar.com.au/cpd/faqs/>)

## **Useful links**

Medical Sonographer (<https://www.asar.com.au/sonographer-info/accredited-medical-sonographer/>)

Student Sonographer (<https://www.asar.com.au/sonographer-info/accredited-student-sonographer/>)

Accredited Courses (<https://www.asar.com.au/course-accreditation/asar-accredited-courses/>)



**ASAR**

(/)

Australian Sonographer  
Accreditation Registry

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### **IN.0.15 Group I1 - Ultrasound**

#### **Professional supervision for ultrasound services - R-type eligible services**

Ultrasound services (items 55028 to 55854) marked with the symbol (*R*) with the exception of items 55600 and 55603 are not eligible for a Medicare rebate unless the diagnostic imaging procedure is performed under the professional supervision of a:

- (a) specialist or a consultant physician in the practice of his or her specialty who is available to monitor and influence the conduct and diagnostic quality of the examination, and if necessary to personally attend the patient; or
- (b) practitioner who is not a specialist or consultant physician who meets the requirements of A or B hereunder, and who is available to monitor and influence the conduct and diagnostic quality of the examination and, if necessary, to personally attend the patient.

A. Between 1 September 1997 and 31 August 1999, at least 50 services were rendered by or on behalf of the practitioner at the location where the service was rendered and the rendering of those services entitled the payment of Medicare benefits.

B. Between 1 September 1997 and 31 August 1999, at least 50 services were rendered by or on behalf of the practitioner in nursing homes or patients' residences and the rendering of those services entitled payment of Medicare benefits.

If paragraph (a) or (b) cannot be complied with, ultrasound services are eligible for a Medicare rebate:

- (i) in an emergency; or
- (ii) in a location that is not less than 30 kilometres by the most direct road route from another practice where services that comply with paragraph (a) or (b) are available.

Note: Practitioners do not have to apply for a remote area exemption in these circumstances.

#### **Sonographer accreditation**

Sonographers performing medical ultrasound examinations (either R or NR type items) on behalf of a medical practitioner must be suitably qualified, involved in a relevant and appropriate Continuing Professional Development program and be Registered on the Register of Accredited Sonographers held by the Department of Human Services.

#### **Eligibility for registration**

To be eligible for registration on the Register of Accredited Sonographers held by the Department of Human Services, the person must be accredited with the Australian Sonographer Accreditation Registry. For accreditation with the Australian Sonographer Accreditation Registry the person must:

- hold an accredited postgraduate qualification in medical ultrasound; or
- be studying ultrasound.

For further information, please contact the Department of Human Services, Provider Liaison Section, on 132150 for the cost of a local call or the Australian Sonographer Accreditation Registry through its website at [www.asar.com.au](http://www.asar.com.au).

#### **Report requirements**

The sonographer's initial and surname is to be written on the report. The name of the sonographer is not required to be included on the copy of the report given to the patient. For the purpose of this rule, the "name" means the sonographer's initial and surname.

11. ULTRASOUND		1. GENERAL
	<p>(c) the referring practitioner is not a member of a group of practitioners of which the providing practitioner is a member (R)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$109.10      <b>Benefit:</b> 75% = \$81.85    85% = \$92.75</p>	
55079	<p>BREASTS, both, ultrasound scan of, where:</p> <p>(a) the patient is not referred by a medical practitioner; and</p> <p>(b) the service is not associated with a service to which an item in Subgroup 2 or 3 of this group applies (NR)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$37.85      <b>Benefit:</b> 75% = \$28.40    85% = \$32.20</p>	
55084	<p>Urinary bladder, ultrasound scan of, by any or all approaches, if:</p> <p>(a) the patient is referred by a medical practitioner; and</p> <p>(b) the medical practitioner is not a member of a group of practitioners of which the providing practitioner is a member; and</p> <p>(c) the service is not associated with a service to which an item in Subgroup 2 or 3 applies; and</p> <p>(d) within 24 hours of the service, a service mentioned in item 11917, 55014, 55017, 55036, 55038, 55600, 55601, 55603, 55604, 55067 or 55065 is not performed on the same patient by the providing practitioner (R) (K)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$98.25      <b>Benefit:</b> 75% = \$73.70    85% = \$83.55</p>	
55085	<p>Urinary bladder, ultrasound scan of, by any or all approaches, if:</p> <p>(a) the patient is not referred by a medical practitioner; and</p> <p>(b) the service is not associated with a service to which an item in Subgroup 2 or 3 applies; and</p> <p>(c) within 24 hours of the service, a service mentioned in item 11917, 55016, 55019, 55037, 55039, 55600, 55601, 55603, 55604, 55068 or 55069 is not performed on the same patient by the providing practitioner (NR) (K)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$34.05      <b>Benefit:</b> 75% = \$25.55    85% = \$28.95</p>	
11. ULTRASOUND		2. CARDIAC
	<b>Group 11. Ultrasound</b>	
	Subgroup 2. Cardiac	
55113	<p>M-MODE and 2 DIMENSIONAL REAL TIME ECHOCARDIOGRAPHIC EXAMINATION of the heart from at least 2 acoustic windows, with measurement of blood flow velocities across the cardiac valves using pulsed wave and continuous wave Doppler techniques, and real time colour flow mapping from at least 2 acoustic windows, with recordings on video tape or digital medium, not being a service associated with a service to which an item in Subgroups 1 (with the exception of item 55054) or 3, or another item in this Subgroup (with the exception of items 55118 and 55130), applies, for the</p>	

	11. ULTRASOUND	2. CARDIAC
	<p>investigation of symptoms or signs of cardiac failure, or suspected or known ventricular hypertrophy or dysfunction, or chest pain (R)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$230.65      <b>Benefit:</b> 75% = \$173.00    85% = \$196.10</p>	
55114	<p>M-MODE and 2 DIMENSIONAL REAL TIME ECHOCARDIOGRAPHIC EXAMINATION of the heart from at least 2 acoustic windows, with measurement of blood flow velocities across the cardiac valves using pulsed wave and continuous wave Doppler techniques, and real time colour flow mapping from at least 2 acoustic windows, with recordings on video tape or digital medium, not being a service associated with a service to which an item in Subgroups 1 (with the exception of item 55054) or 3, or another item in this Subgroup (with the exception of items 55118 and 55130), applies, for the investigation of suspected or known acquired valvular, aortic, pericardial, thrombotic, or embolic disease, or heart tumour (R)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$230.65      <b>Benefit:</b> 75% = \$173.00    85% = \$196.10</p>	
55115	<p>M-MODE and 2 DIMENSIONAL REAL TIME ECHOCARDIOGRAPHIC EXAMINATION of the heart from at least 2 acoustic windows, with measurement of blood flow velocities across the cardiac valves using pulsed wave and continuous wave Doppler techniques, and real time colour flow mapping from at least 2 acoustic windows, with recordings on video tape or digital medium, not being a service associated with a service to which an item in Subgroups 1 (with the exception of item 55054) or 3, or another item in this Subgroup (with the exception of items 55118 and 55130), applies, for the investigation of symptoms or signs of congenital heart disease (R)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$230.65      <b>Benefit:</b> 75% = \$173.00    85% = \$196.10</p>	
55116	<p>EXERCISE STRESS ECHOCARDIOGRAPHY performed in conjunction with item 11712, with two-dimensional recordings before exercise (baseline) from at least three acoustic windows and matching recordings from the same windows at, or immediately after, peak exercise, not being a service associated with a service to which an item in Subgroups 1 (with the exception of item 55054) or 3, or another item in this Subgroup applies (with the exception of items 55118 and 55130). Recordings must be made on digital media with equipment permitting display of baseline and matching peak images on the same screen (R)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$261.65      <b>Benefit:</b> 75% = \$196.25    85% = \$222.45</p>	
55117	<p>PHARMACOLOGICAL STRESS ECHOCARDIOGRAPHY performed in conjunction with item 11712, with two-dimensional recordings before drug infusion (baseline) from at least three acoustic windows and matching recordings from the same windows at least twice during drug infusion, including a recording at the peak drug dose not being a service associated with a service to which an item in Subgroups 1 (with the exception of item 55054) or 3, or another item in this Subgroup, applies (with the exception of items 55118 and 55130). Recordings must be made on digital media with equipment permitting display of baseline and matching peak images on the same screen (R)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$261.65      <b>Benefit:</b> 75% = \$196.25    85% = \$222.45</p>	
55118	<p>HEART, 2 DIMENSIONAL REAL TIME TRANSOESOPHAGEAL EXAMINATION of, from at least two levels, and in more than one plane at each level:</p> <p>(a) with:</p> <p>(i) real time colour flow mapping and, if indicated, pulsed wave Doppler examination; and</p>	

	11. ULTRASOUND	2. CARDIAC
	<p>(ii) recordings on video tape or digital medium; and</p> <p>(b) not being an intra-operative service or a service associated with a service to which an item in Subgroups 1 (with the exception of item 55054) or 3, applies (R) (Anaes.)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$275.50      <b>Benefit:</b> 75% = \$206.65    85% = \$234.20</p>	
55119	<p>M-MODE and 2 DIMENSIONAL REAL TIME ECHOCARDIOGRAPHIC EXAMINATION of the heart from at least 2 acoustic windows, with measurement of blood flow velocities across the cardiac valves using pulsed wave and continuous wave Doppler techniques, and real time colour flow mapping from at least 2 acoustic windows, with recordings on video tape or digital medium, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 3, or another item in this Subgroup (with the exception of items 55118, 55125, 55130 and 55131), applies, for the investigation of symptoms or signs of cardiac failure, or suspected or known ventricular hypertrophy or dysfunction, or chest pain (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$115.35      <b>Benefit:</b> 75% = \$86.55    85% = \$98.05</p>	
55120	<p>M-MODE and 2 DIMENSIONAL REAL TIME ECHOCARDIOGRAPHIC EXAMINATION of the heart from at least 2 acoustic windows, with measurement of blood flow velocities across the cardiac valves using pulsed wave and continuous wave Doppler techniques, and real time colour flow mapping from at least 2 acoustic windows, with recordings on video tape or digital medium, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 3, or another item in this Subgroup (with the exception of items 55118, 55125, 55130 and 55131), applies, for the investigation of suspected or known acquired valvular, aortic, pericardial, thrombotic, or embolic disease, or heart tumour (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$115.35      <b>Benefit:</b> 75% = \$86.55    85% = \$98.05</p>	
55121	<p>M-MODE and 2 DIMENSIONAL REAL TIME ECHOCARDIOGRAPHIC EXAMINATION of the heart from at least 2 acoustic windows, with measurement of blood flow velocities across the cardiac valves using pulsed wave and continuous wave Doppler techniques, and real time colour flow mapping from at least 2 acoustic windows, with recordings on video tape or digital medium, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 3, or another item in this Subgroup (with the exception of items 55118, 55125, 55130 and 55131), applies, for the investigation of symptoms or signs of congenital heart disease (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$115.35      <b>Benefit:</b> 75% = \$86.55    85% = \$98.05</p>	
55122	<p>EXERCISE STRESS ECHOCARDIOGRAPHY performed in conjunction with item 11712, with two-dimensional recordings before exercise (baseline) from at least three acoustic windows and matching recordings from the same windows at, or immediately after, peak exercise, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 3, or another item in this Subgroup applies (with the exception of items 55118, 55125, 55130 and 55131). Recordings must be made on digital media with equipment permitting display of baseline and matching peak images on the same screen (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$130.85      <b>Benefit:</b> 75% = \$98.15    85% = \$111.25</p>	
55123	<p>PHARMACOLOGICAL STRESS ECHOCARDIOGRAPHY performed in conjunction with item 11712, with two-dimensional recordings before drug infusion (baseline) from at least three acoustic windows and matching recordings from the same windows at least twice during drug infusion, including</p>	

	11. ULTRASOUND	2. CARDIAC
	<p>a recording at the peak drug dose not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 3, or another item in this Subgroup, applies (with the exception of items 55118, 55125, 55130 and 55131). Recordings must be made on digital media with equipment permitting display of baseline and matching peak images on the same screen (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$130.85      <b>Benefit:</b> 75% = \$98.15    85% = \$111.25</p>	
55125	<p>HEART, 2 DIMENSIONAL REAL TIME TRANSOESOPHAGEAL EXAMINATION of, from at least two levels, and in more than one plane at each level:</p> <p>(a) with:</p> <p>(i) real time colour flow mapping and, if indicated, pulsed wave Doppler examination; and</p> <p>(ii) recordings on video tape or digital medium; and</p> <p>(b) not being an intra-operative service or a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 3, applies (R) (NK) (Anaes.)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$137.75      <b>Benefit:</b> 75% = \$103.35    85% = \$117.10</p>	
55130	<p>INTRA-OPERATIVE 2 DIMENSIONAL REAL TIME TRANSOESOPHAGEAL ECHOCARDIOGRAPHY incorporating Doppler techniques with colour flow mapping and recording onto video tape or digital medium, performed during cardiac surgery incorporating sequential assessment of cardiac function before and after the surgical procedure - not associated with item 55135 (R) (Anaes.)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$170.00      <b>Benefit:</b> 75% = \$127.50    85% = \$144.50</p>	
55131	<p>INTRA-OPERATIVE 2 DIMENSIONAL REAL TIME TRANSOESOPHAGEAL ECHOCARDIOGRAPHY incorporating Doppler techniques with colour flow mapping and recording onto video tape or digital medium, performed during cardiac surgery incorporating sequential assessment of cardiac function before and after the surgical procedure - not associated with items 55135 and 55136 (R) (NK) (Anaes.)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$85.00      <b>Benefit:</b> 75% = \$63.75    85% = \$72.25</p>	
55135	<p>INTRA-OPERATIVE 2 DIMENSIONAL REAL TIME TRANSOESOPHAGEAL ECHOCARDIOGRAPHY incorporating Doppler techniques with colour flow mapping and recording onto video tape or digital medium, performed during cardiac valve surgery (repair or replacement) incorporating sequential assessment of cardiac function and valve competence before and after the surgical procedure - not associated with item 55130 (R) (Anaes.)</p> <p>(See para IN.0.19 of explanatory notes to this Category)  <b>Fee:</b> \$353.60      <b>Benefit:</b> 75% = \$265.20    85% = \$300.60</p>	
55136	<p>INTRA-OPERATIVE 2 DIMENSIONAL REAL TIME TRANSOESOPHAGEAL ECHOCARDIOGRAPHY incorporating Doppler techniques with colour flow mapping and recording onto video tape or digital medium, performed during cardiac valve surgery (repair or replacement) incorporating sequential assessment of cardiac function and valve competence before and after the surgical procedure - not associated with items 55130 and 55131 (R) (NK) (Anaes.)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p>	



11. ULTRASOUND		2. CARDIAC
	<b>Fee:</b> \$176.80	<b>Benefit:</b> 75% = \$132.60 85% = \$150.30
11. ULTRASOUND		3. VASCULAR
	<b>Group I1. Ultrasound</b>	
	Subgroup 3. Vascular	
55220	<p>DUPLEX SCANNING, unilateral, involving B mode ultrasound imaging and integrated Doppler flow measurements by spectral analysis of arteries or bypass grafts in the lower limb OR of arteries and bypass grafts in the lower limb, below the inguinal ligament, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 4 of this Group applies (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$84.75      <b>Benefit:</b> 75% = \$63.60 85% = \$72.05</p>	
<b>Amend</b> 55221	<p>Duplex scanning, unilateral, involving B mode ultrasound imaging and integrated Doppler flow measurements by spectral analysis of veins in the lower limb, below the inguinal ligament, for acute venous thrombosis, not being a service associated with a service to which item 55222 or 55246 or an item in Subgroup 1 (with the exception of items 55026 and 55054) or 4 applies (R) (NK)</p> <p>(See para IN.0.19, IN.1.1 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$84.75      <b>Benefit:</b> 75% = \$63.60 85% = \$72.05</p>	
<b>Amend</b> 55222	<p>Duplex scanning, unilateral, involving B mode ultrasound imaging and integrated Doppler flow measurements by spectral analysis of veins in the lower limb, below the inguinal ligament, for chronic venous disease, not being a service associated with a service to which item 55221 or 55244 or an item in Subgroup 1 (with the exception of items 55026 and 55054) or 4 applies (R) (NK)</p> <p>(See para IN.0.19, IN.1.1 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$84.75      <b>Benefit:</b> 75% = \$63.60 85% = \$72.05</p>	
55223	<p>DUPLEX SCANNING, unilateral, involving B mode ultrasound imaging and integrated Doppler flow measurements by spectral analysis of arteries or bypass grafts in the upper limb OR of arteries and bypass grafts in the upper limb, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 4 of this Group applies (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$84.75      <b>Benefit:</b> 75% = \$63.60 85% = \$72.05</p>	
55224	<p>DUPLEX SCANNING, unilateral, involving B mode ultrasound imaging and integrated Doppler flow measurements by spectral analysis of veins in the upper limb, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 4 of this Group applies (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$84.75      <b>Benefit:</b> 75% = \$63.60 85% = \$72.05</p>	
55226	<p>DUPLEX SCANNING, bilateral, involving B mode ultrasound imaging and integrated Doppler flow measurements by spectral analysis of extra-cranial bilateral carotid and vertebral vessels, with or without subclavian and innominate vessels, with or without oculoplethysmography or peri-orbital Doppler examination, not being a service associated with a service to which an item in Subgroups 1 (with the exception of items 55026 and 55054) or 4 of this Groups applies (R) (NK)</p> <p>(See para IN.0.19 of explanatory notes to this Category)</p> <p><b>Fee:</b> \$84.75      <b>Benefit:</b> 75% = \$63.60 85% = \$72.05</p>	

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Download the form to your computer, save the form, complete it and then email to:  
[membership@asum.com.au](mailto:membership@asum.com.au)

#### 1 Personal Details

Prefix:  Prof.  A/Prof.  Dr.  Mr.  Mrs.  Ms.  Miss.  Other:

Family Name:

First Name:

Middle Name:

Preferred Name:

Date of Birth:   
(dd/mm/yyyy)

Designation:  
(i.e., MBBS, FRACP, PhD)

Phone No.:  
(incl. area code)

Home:

Work:

Mobile:

Gender:  Male  
 Female  
 Other

Have you ever been a member of ASUM?  Yes  No If yes, please provide your Member No.:

#### 2 Residential Address

Building/property name:

Unit No:

Street No:

Street Name:

Town/ Suburb:

State:  Postcode:

Country:

Personal email:  
(preferred)

#### 3 Employer Contact Details \*If you are employed, please complete employer details

Employer name:

Occupation:

Unit No:  Street No:

Street Name:

Town/ Suburb:

State:  Postcode:

Country:

Phone no.:  
(incl. area code)

Work email:

## 4 Qualifications

Please tick all specialist qualifications you have:

- |                                |                                 |                                      |                                   |
|--------------------------------|---------------------------------|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> AMS   | <input type="checkbox"/> FACRRM | <input type="checkbox"/> FCICM       | <input type="checkbox"/> FRANZCOG |
| <input type="checkbox"/> COGU  | <input type="checkbox"/> FACSEP | <input type="checkbox"/> FRACGP      | <input type="checkbox"/> FRANZCR  |
| <input type="checkbox"/> DDU   | <input type="checkbox"/> FAFMM  | <input type="checkbox"/> FRACP       | <input type="checkbox"/> FRCPA    |
| <input type="checkbox"/> DMU   | <input type="checkbox"/> FAFRM  | <input type="checkbox"/> FRACS       | <input type="checkbox"/> RDMS     |
| <input type="checkbox"/> FACEM | <input type="checkbox"/> FANZCA | <input type="checkbox"/> FRACS(Vasc) |                                   |

## 5 1st time applicants As proof of eligibility please **either** include with this application a copy of your:

- Sonographer Member:** Ultrasound certificate/diploma or ASAR certificate
- Medical Member:** Medical qualification and Fellowship letter / Certificate
- Non-ASUM Student:** Proof of enrolment in either an ASAR accredited course or undergrad medical degree

**OR**

**ASAR/AHPRA or  
MRTB/MCNZ Number:**

## 6 Specialist Area of Practice

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Anaesthetist             | <input type="checkbox"/> Gynaecologist                     | <input type="checkbox"/> Orthopaedic physician | <input type="checkbox"/> Sonographer - general    |
| <input type="checkbox"/> Breast surgeon/physician | <input type="checkbox"/> Hepatologist                      | <input type="checkbox"/> Physiotherapist       | <input type="checkbox"/> Sonographer - obstetrics |
| <input type="checkbox"/> Cardiac physiologist     | <input type="checkbox"/> Maternal fetal medicine physician | <input type="checkbox"/> Podiatrist            | <input type="checkbox"/> Sonographer - vascular   |
| <input type="checkbox"/> Cardiologist             | <input type="checkbox"/> Midwife                           | <input type="checkbox"/> Radiographer          | <input type="checkbox"/> Sports physician         |
| <input type="checkbox"/> Critical care physician  | <input type="checkbox"/> Neonatologist                     | <input type="checkbox"/> Radiologist           | <input type="checkbox"/> Urologist                |
| <input type="checkbox"/> Emergency physician      | <input type="checkbox"/> Nephrologist                      | <input type="checkbox"/> Renal physician       | <input type="checkbox"/> Vascular surgeon         |
| <input type="checkbox"/> Endocrinologist          | <input type="checkbox"/> Nuclear medicine technologist     | <input type="checkbox"/> Rheumatologist        | <input type="checkbox"/> Veterinarian             |
| <input type="checkbox"/> Gastroenterologist       | <input type="checkbox"/> Nurse                             | <input type="checkbox"/> Sonographer - breast  | Other (please specify):                           |
| <input type="checkbox"/> General practice         | <input type="checkbox"/> Obstetrician                      | <input type="checkbox"/> Sonographer - cardiac | <input type="text"/>                              |

## 7 Interests

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Abdomen            | <input type="checkbox"/> Men's Health (small parts, prostate) | <input type="checkbox"/> Physics                                  | <input type="checkbox"/> Volunteering – Educator                    |
| <input type="checkbox"/> Bowel              | <input type="checkbox"/> Musculoskeletal                      | <input type="checkbox"/> Point of care (emergency, critical care) | <input type="checkbox"/> Volunteering – Examiner                    |
| <input type="checkbox"/> Breast             | <input type="checkbox"/> Neonatal                             | <input type="checkbox"/> Sonographer                              | <input type="checkbox"/> Volunteering – Journal                     |
| <input type="checkbox"/> Cardiac            | <input type="checkbox"/> Nerve                                | <input type="checkbox"/> Technology                               | <input type="checkbox"/> Volunteering – Outreach                    |
| <input type="checkbox"/> General ultrasound | <input type="checkbox"/> Neurology                            | <input type="checkbox"/> Therapeutic                              | <input type="checkbox"/> Volunteering – Standards of Practice (SoP) |
| <input type="checkbox"/> Gynaecology        | <input type="checkbox"/> Nursing                              | <input type="checkbox"/> Vascular                                 | <input type="checkbox"/> Volunteering – Supervisor                  |
| <input type="checkbox"/> Head and Neck      | <input type="checkbox"/> Obstetrics                           | <input type="checkbox"/> Veterinary                               | Other (please specify):   |
| <input type="checkbox"/> Infection control  | <input type="checkbox"/> Paediatrics                          | <input type="checkbox"/> Volunteering – Conference                | <input type="text"/>  |

## 7 Membership Categories & Fees Due

Member Category		AUSTRALIA	NEW ZEALAND
		AU\$	AU\$
<b>Sonographer Member</b>		470.47	427.70
<b>3 year Sonographer Member</b> - valid till 30 June 2022		1340.84	1218.95
<b>5 year Sonographer Member</b> - valid till 30 June 2024		2246.51	2042.28
<b>Medical Member</b> (Doctor, Specialist, Consultant, Scientist). Those studying <b>CCPU</b> or <b>DDU</b> .		551.45	501.32
<b>3 year Medical Member</b> - valid till 30 June 2022 (Excellent for CCPU & others).		1571.63	1428.75
<b>5 year Medical Member</b> - valid till 30 June 2024		2633.17	2393.79
<b>Associate Member</b> (vet, nurse, midwife, podiatrist, physio, etc.)			
<b>CAHPU</b> (Allied health professional enrolling in CAHPU)		393.60	357.82
<b>CAHPU</b>		261.38	237.62
<b>Corresponding Member</b> (A member living outside Australia/New Zealand) ***			
Low income economies			60.48
Lower-middle income economies			118.90
Upper-middle income economies			178.35
Higher income economies			332.10
<b>Non-ASUM Student Member **</b>		188.19	171.08
<p>Available to (a) students enrolled in an ASAR accredited course that is <b>not</b> the DMU offered by ASUM; and (b) undergrad medical students (on proof of university enrolment). You will need to provide proof of eligibility <b>each</b> year.</p> <p>I am currently studying a post-grad qualification in sonography or an under grad medical degree at:</p> <p>University: <input type="text"/></p> <p>Sub Specialty: <input type="text"/></p> <p>I anticipate completing this course in: <input type="text"/> mm/yy</p> <p>To prove eligibility, please provide a copy of your current enrolment in an ASAR accredited course or medical degree.</p>			

### MONTHLY DIRECT DEBIT AVAILABLE

Take the worry out of paying your membership fees! ASUM is offering monthly direct debit either from your credit card or by EFT from your bank account. Repayments based on standard rates plus a 2% administration fee. It's quick and easy to arrange - simply click [here](#) and fill out our Direct Debit form.  
(Multi year membership is excluded from Monthly Direct Debit.)

\* Fully qualified sonographers enrolling in a 2nd qualification must join as Full Member Sonographer

\*\* Non ASUM students joining after April 2018 will be charged a sliding scale of membership fees. See our flyer [here](#) for full details.

\*\*\* Categories based on World Bank Income: Please check [here](#) to confirm which category you are from.

**6 What are the main benefits that attracted you to apply for membership with ASUM?** *Select all that apply:*

- Advocacy - Promoting excellence in ultrasound
- Record my CPD points in myASUM
- AJUM Journal full member access
- Research grants
- Conference and CPD Events member registration discounts
- Resources - past conference recordings and e-learning tools
- Education - to enroll in CCPU, DDU or CAHPU
- Standard of Practice guidelines
- Networking opportunities
- Support ASUM Outreach
- Recognition - enhancing your professional reputation
- Other (please specify):

**6 How did you hear about ASUM?**

- Attended an Event/Workshop/Conference
- Through my university/college
- Previous member of ASUM
- Website browsing
- Received an email communication (e.g. RealTime News)
- Word of mouth - colleague or ASUM member
- Spoke to a representative from ASUM
- Other (please specify):
- Through an Allied Partner (e.g. WFUMB, ISUOG)

**8 Optional Items**

ASUM Outreach Donations ABN: 14 621 332 134	ASUM welcomes additional support for ASUM Outreach, a registered charity whose principal activity is advancing the clinical use of medical diagnostic ultrasound primarily in rural and remote regions of Australia, and international communities including New Zealand, to improve patient health and care in disadvantaged and low socio-economic communities.
	<i>Donations over \$2.00 in Australia are tax deductible</i> No donation
	<input type="checkbox"/> \$30 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100 <input type="checkbox"/> \$200 <input type="checkbox"/> \$500    Other Amount: \$ <input style="width: 100px;" type="text"/>
Australasian Journal of Ultrasound in Medicine (AJUM)	I would like to receive quarterly hard copy AJUM Journals:
	<input type="checkbox"/> \$35 p.a. P&P (AU and NZ) quarterly      No hard copy AJUM Journal <input type="checkbox"/> \$75 rest of the world, increasing my payment
	*Please note, members are able to view AJUM online through the member area of <i>myASUM</i> and by using their <i>myASUM</i> login in the AJUM app for free.

**9 Applicant Signature**

I hereby apply for membership of the Australasian Society for Ultrasound in Medicine (ASUM). I certify that my answers given to the questions and information contained within this form are true and correct and I have read and agree to be bound by the [Constitution](#), [Code of Conduct](#) and [Privacy Policy](#) (available at [www.asum.com.au](http://www.asum.com.au)).

Your Signature:

Date:

**Payment Method:** For credit card payments– please refer to page 5 of this document.

10 Payment details (to pay in full)

Name:   
(please print)

AU & NZ- Membership and AJUM payments are tax deductible.  
AU - Donations to Outreach over \$2 are also tax deductible.

Paying items:	Membership Fees:	AU\$	<input type="text"/>
	Outreach Donation:	AU\$	<input type="text"/>
	AJUM Hardcopy:	AU\$	<input type="text"/>
	<b>Total to be charged:</b>	<b>AU\$</b>	<input type="text"/>

**Want to pay your membership monthly?**  
**Click [here](#) for Membership Direct Debit Request Form.**

MasterCard     Visa     Cheque in AU\$ (drawn on an Australian Bank)

Card No:

Expiry Date:

Cardholder's Name:

Cardholder's Signature:

*This page will be removed and destroyed*

Please forward your completed application form, together with a copy of your qualification by:

**Email: [membership@asum.com.au](mailto:membership@asum.com.au), or**

**Fax: 61 2 9438 3686**

Or post to:

**Membership  
Australian Society for Ultrasound in  
Medicine  
Suite 501, 11 Help St  
Chatswood, NSW, 2067  
AUSTRALIA**

*Please allow up to 4 weeks for processing.*



SUBJECT: VAHPA CLAIM FOR A NEW CLASSIFICATION STRUCTURE FOR MEDICAL LABORATORY TECHNICIANS

NET SUB-COMMITTEE

AGENCY: HDV

INDUSTRIAL RELATIONS TASK FORCE

DATE: 18/06/91

CONFIDENTIAL

REF.:

ISSUE AND BACKGROUND

The creation of a new career structure for Medical Laboratory Technicians was a reserved matter arising from the recent Structural Efficiency exercise.

The insertion of the new classification structure (incorporating a Grade 2) was not undertaken during the SEP exercise, which involved among other things, a complete overhaul of the classification structure of the HPS award.

VAHPA's claim is for a restructured award providing rates of pay and career structure appropriate to the Associate Diploma qualifications that all new MLT graduates will now possess and to the change in work practices over the past 25 years.

There are approximately 50 MLTs within the Public Health system and they are all currently Grade 1.

In support of the rates of pay and career structure, VAHPA has relied on the following:

- a decision of the Australian Industrial Relations Commission which sets a starting rate for Associate Diploma qualified child care workers (N.B.- the matter of equivalence of the Associate Diploma rate of pay for the child care industry in the A.C.T. with the Victorian Associate Diploma rate of pay is currently the subject of dispute in the child care industry. The industrial claim is before the IRCV);
- the SEP decision in the Commonwealth Public Service for Technical Officers (Medical Laboratory and Science) which sets out a career structure for Associate Diploma qualified Technical Officers in Hospital Laboratories;
- past decisions of the HPS Board which established relativities between diploma and degree qualifications as entrance requirements into various professions. This case represents an extension of those relativities into other academic qualifications.

VAHPA is now pursuing the new classification structure (incorporating a Grade 2) in order to provide a career structure for MLTs.

In respect of the above claim, members of the HPS Board attended inspections at several major teaching Hospitals.

Witness evidence revealed that there is no realistic career path progression for MLTs and further that due to increased technology and the requirement of specialisation a new structure based on work value grounds is warranted.

All new MLTs now complete a 2 year full-time or a 4 year part-time Associate Diploma in Applied Science (Medical Laboratory) from RMIT or similar institutions. There is no suggestion that all existing Grade 1 positions be reclassified, in fact VAHPA is quite explicit in this respect. No reclassifications to Grade 2 will occur until HDV and VAHPA finalise the criteria for reclassification.

Whilst MLTs will obtain appropriate experience in future years to qualify them for higher positions, currently of the 50 MLTs, approximately 25 would qualify for the Grade 2 classification.

No genuine work value, anomaly/inequity, professional or other rates case has been run for MLTs.

The scope of the work undertaken by MLTs is restricted by the Pathology Services Accreditation (General) Regulations 1990.

Organisations

Victorian Allied Health Professionals Association.

Employees

HDV surveys have identified approximately 50 Medical Laboratory Technicians.

Awards

Health Professional Services.

Tribunal

Health Professional Services Conciliation and Arbitration Board.

Industrial Action

N/A

<p>PROPOSAL</p> <p>Consultation</p> <p>Priority/Condition improvement</p> <p>Additional Wage Principles</p> <p>Follow-on</p> <p>Industrial action</p> <p>Process</p>	<ul style="list-style-type: none"> <li>That Government endorse the new structure for Medical Laboratory Technicians.</li> <li>This is the preferred HDV approach, as it will overcome the current career path void for Medical Laboratory Technicians.</li> </ul> <p>Copies of claim have been circulated to all hospitals where HDV has identified potential reclassifications. Feedback is consistent with this proposal.</p> <p>Consistent with Structural Efficiency Principle.</p> <p>N/A.</p> <p>N/A.</p> <p>Reconvening of HPS C&amp;A Board on 18 June 1991.</p>								
<p>BUDGET CONSIDERATIONS</p> <p>Cost</p> <p>Savings</p> <p>Start costs</p> <p>Explanation</p>	<table border="1"> <thead> <tr> <th>Current financial year</th> <th>1st full financial year</th> <th>2nd full financial year</th> <th>3rd full financial year</th> </tr> </thead> <tbody> <tr> <td>\$12,171</td> <td>\$316,437</td> <td></td> <td></td> </tr> </tbody> </table> <p>Is funding within or additional to budget?</p> <p>Are costing calculations acceptable to Treasury?</p> <p>Source of funds</p>	Current financial year	1st full financial year	2nd full financial year	3rd full financial year	\$12,171	\$316,437		
Current financial year	1st full financial year	2nd full financial year	3rd full financial year						
\$12,171	\$316,437								
<p>SUMMARY OF PROPOSAL</p>	<p>That Government endorse the HDV proposal.</p>								

Comments:

Signed:

Chief Executive

Date:



HEALTH PROFESSIONAL SERVICES AWARD  
MEDICAL LABORATORY TECHNICIANS COSTINGS

There are approximately 106 EFT Medical Technicians within the Public Health systems. They are classified as Grade 1.

There are however only 50 Medical Laboratory Technicians within this group of 106.

Proposed top rate for Grade 2	:	\$600.40 p.w.
Proposed top rate for Grade 1	:	\$533.00 p.w.
Current top rate for Grade 1	:	\$469.60 p.w.

Assume 50% of current Grade 1 are reclassified to Grade 2.

Salary Increase - 1: Current Grade 1 to top of proposed Grade 2

25 x (600.40 - 469.60) x 52.178	=	\$170,622.00
---------------------------------	---	--------------

Salary Increase - 2: Current Grade 1 to top proposed Grade 1

25 x (533.00 - 469.60) x 52.178	=	\$82,702.10
---------------------------------	---	-------------

Overheads: (as at May 1991)

Actual Y.T.D. Budget		\$2,281,980.07
Actual Y.T.D. O/Heads		\$ 332,231.11

Ratio of O/heads to budget	=	$\frac{332,231.11}{2,281,980.07}$	x 100 =	14.6%
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Overheads - 1:	\$170,622.00 x 14.6%	=	\$24,910.80
Overheads - 2:	\$82,702.10 x 14.6%	=	\$12,074.50

Increase:	\$170,622.00
	82,702.10
	24,910.80
	<u>12,074.50</u>

\$290,309.40

Add 9% (LSL, WorkCare etc.)	\$26,127.80
-----------------------------	-------------

Total increase	\$316,437.20
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Medical Laboratory Technicians.

Current Salary Scale	VAHPA Proposed Salary Scale	Science
Grade 1 YR 1 404.60	404.60	466.10
2 425.90	425.90	502.10
3 434.20	448.00	533.00
4 442.60	463.30	571.80
5 456.80	486.50	601.40
6 469.60	514.90	633.20
	542.30	
	569.30	
	Grade 2 584.60	633.20
	601.30	670.10
	633.90	705.00
	662.10	742.30

*FCVP all.*

33.20  
\$502.80

Discussion position:

- Assumptions:
- (i) 448.00 for Assoc. Dip entry
  - (ii) Techs. appear to work at levels comparable to 3rd and 4th year Science Grade 1 level. ?
  - (iii) Grade 2 level for Techs. seems inappropriate.
  - (iv) NATA Accreditation guidelines prohibit the work undertaken by Technicians.

Possible resolution:A

Grade 1	404.60	Cert. Level entry
	425.90	
	448.00	Ass Dip level
	463.30	
	486.50	
	514.90	
	542.30	
	569.30	

Supervisory allowance \$33.20

B

Grade 1	404.60	Certificate level
	425.00	
	448.00	Assoc. Level entry
	456.00	
	463.30	
	470.60	
Grade 2	486.50	
	514.90	
	542.30	
	569.30	

Definitions:

Grade 1 - Qualified Technician



-Base qualification is certificate or  
Assoc. Diploma of Applied Science.

Grade 2 -Employed on work which requires  
special knowledge or depth of  
experience

-Has a training role.

REQUIRE:

- 1 Technical Officer (CPS) DEFINITIONS
- 2 eft's
- 3 NATA Accreditation guidelines on testing, to determine  
benchmark levels.
- 4 Prepared questions.

Persons paid as Medical Technicians:

ECG Technicians  
Microbiology Technicians  
Vascular Laboratory Technicians  
Medical Physics Technicians  
Orthotic Technicians  
Intensive Care Technicians  
Cardiac Technicians  
EEG Technologists

IN PRINCIPLE RESOLUTION:

MEDICAL LABORATORY TECHNICIANS;

GRADE 1	404.60	
	425.90	
	447.00	
	464.20	
	481.40	
	498.60	
	515.80	
	533.00	
GRADE 2	533.00	
	553.80	(555-80)
	578.60	
	601.40	(THIS EQUATES TO GRADE 1 SCIENCE 5TH

YEAR OF EXPERIENCE)

NOTES:

The grade two definition will include such things as  
specialist knowledge and at least 5 years of experience. It is  
expected that very few Technicians would be reclassified to  
the grade two classification. Costing is reliant on actual  
eft,s currently being sought from hospitals.

The above rates of pay are a true reflection of the role  
played by technicians within the hospital system.



3. TECHNICAL STAFF

3.1 Qualified middle level certificate technicians

Prerequisite qualifications.

Certificate of Applied Science (Medical Laboratory). TAFE course classification 21ABA or equivalent. The entrance standard is a pass at Year 11 in English, Mathematics 1 or 2 and at least one of Biology, Physics and Chemistry and appropriate employment. Also there is an alternative entry option on the basis of maturity and the results of challenge tests or by taking a bridging course.

Outline of duties.

In general to carry out laboratory tests and such other duties appropriate to their training and experience in accordance with methods and standards of the laboratory under the general supervision of a more senior member of the staff. As a general rule the procedures used are specified in the laboratory manual or in accordance with methods set out in standard text books.

Specific duties of staff in this category include:

1. Preparation of specimens for analysis.
2. Preparation of reagents, other solutions and media.
3. Conduct of tests in accordance with the general principles above.
4. Preparation and presentation of tests results usually in the form of work sheets for interpretation and/or validation;
5. Assistance with maintenance of good working conditions in the laboratory by tasks such as cleaning, sterilizing and storage of glassware, instruments etc.
6. Assistance in the maintenance of supplies and equipment.

Line of responsibility to Head of Department

This depends on the structure of the laboratory; usually this is through a supervisory scientist and senior scientist but may be directly to a senior scientist or to a pathologist.

~~It is believed~~ that, under accreditation regulations ~~being formulated~~ in Victoria, individuals with this qualification can work only with on-site supervision by a qualified scientist or member of the medical staff of the laboratory, unless the individual concerned has received specific approval from the Accreditation Board to work unsupervised.



### **Requirements for continuing education**

Like other qualified staff in a pathology service, members in this category have a need for continuing education to cope with changes in technology. Much of this should be accomplished by 'on the job' training from qualified members of the medical and scientific staff of the laboratory but the need may arise from time to time for individuals in this category to attend a full-time or part-time course of instruction.

### **Opportunities for progress within and between categories**

This qualification is not recognised for entry to the course of Bachelor of Applied Science because initial entry is from Year 11 and not Year 12 of school education. a possibility may exist for 'e' type mature age entry with some credit being awarded for the subject "Introduction to Laboratory Techniques".

## **3.2 Qualified technicians other than medical laboratory technicians**

### **Prerequisite qualifications**

None specified. May hold technical qualification eg. in electronics.

### **Outline of duties**

Usually concerned with operation and maintenance of complex equipment eg. computers, electron microscope.

### **Line of responsibility to Head of Department**

There is some variation. If full time members of departmental staff such individuals usually respond via the Senior Scientist or Laboratory Manager. Frequently personnel in this category are seconded temporarily to the laboratory from another department of the Hospital.

### **Requirements for continuing education**

Similar to those for Middle Level Certificate Technicians.

Opportunities for progress within and between categories.

In accordance with the career structure of the relevant technical specialty.

## **3.3 Unqualified technicians**

### **Prerequisite qualifications**

None. Most individuals in this category have occupied the position for many years and have acquired their skills by on-the-job experience.



## SCIENTIST (Medical)

### PREREQUISITE QUALIFICATIONS & EXPERIENCE

In the context of the Pathology services Accreditation Act (1984) a scientist is defined as:

- \*(a) a person who holds a degree or diploma obtained from a university or other academic institution after at least three years of full time study in a prescribed science;
- (b) a person who holds an associate qualification from the Australian Institute of Medical laboratory Scientists granted before 1st January 1974; or
- (c) a person who holds a qualification obtained from a university or other academic institution outside Australia which, in the opinion of the Board, is a qualification equivalent to a r (b). "Prescribed" means prescribed by this Act or the regulations; in the context of (a) above a "prescribed science" is not defined in the Act but a list of subjects which are considered to be prescribed sciences will be gazetted under the regulations.

For appointment to the base grade of scientist in a Victorian Public Hospital an individual must possess qualifications which conform to this Act and its regulations.

### DUTIES

To carry out laboratory tests in accordance with methods and standards of the laboratory under the general supervision of a more senior member of the staff of the laboratory. As a general rule the procedures used are specified in the laboratory manual or in accordance with methods set out in standard text books.

To work in a rostered out-of-hours service without immediate supervision in the laboratory to carry out standard tests in accordance with the protocols described in laboratory procedure manuals.

### LINE OF AUTHORITY

This depends on the structure of the laboratory; usually this is through a supervisory scientist and senior scientist but may be directly to a senior scientist or to a pathologist.

### CONTINUING EDUCATION REQUIREMENTS

There are three sets of circumstances that require consideration:

#### a. Initial training of newly qualified staff

The acquisition of the above qualifications do not necessarily enable a newly appointed member of the scientific staff of the laboratory to take on all the duties of more experienced staff and a period of initial in-house training may be needed to ensure that all responsibilities can be undertaken, particularly out-of-hours work.



b. **Continuing education for experienced staff**

This should include participation in Staff Seminars, equipment training courses (including maintenance) and other in-house training programmes, access in the Hospital and, where necessary, within the laboratory, to major current scientific literature and to have opportunity to rotate duties through all (relevant) sections of a laboratory in order to broaden and upgrade experience.

c. **Advanced training for experienced staff**

In at least a proportion of posts there should be provision to undertake part-time an approved course of study towards a higher degree in a discipline relevant to the work of the laboratory.

**OPPORTUNITIES FOR PROGRESS**

The career structure should provide incentives for progress for staff who show particular ability in their scientific work and, after a sufficient period of experience in the laboratory and, having demonstrated ability and aptitude, a qualified scientist may be selected to fill the post of supervisory scientist described below. Although acquisition of a relevant higher qualification would not be mandatory for all such posts, the possession of such a qualification should strengthen an applicant's case for such an appointment.

FACSIMILE TRANSMISSION

THE VICTORIAN HOSPITALS' ASSOCIATION LIMITED

464 ST. KILDA ROAD, MELBOURNE 3004

TELEPHONE: (03) 866-3691

FACSIMILE (03) 820-0238

DATE:

10/10/90

(sent 3:12)

NUMBER OF PAGES:  
(Including this sheet)

1

FACSIMILE NO: 816 8219

TO:

Mr. Phillip Murphy, Senior Industrial Officer

ORGANISATION:

Health Department Victoria

DEPARTMENT:

Industrial Relations

FROM:

Graham Moore

SUBJECT:

HPS Award - "Medical Technician" classification

I have noticed in HDV IIS circular HPS/9/90 - 4.7.90 - reference to VAHPA claiming that an anomaly and inequity exists as to the "Medical Technician" classification, and to the HDV agreeing that the matter be fully investigated.

We should like to know if the VAHPA alleged anomaly and inequity is strictly as to the "Medical Technician" i.e. a medical (pathology) laboratory job, or is on the wider aspect of "Technologists" (such as: Cardiac [inc. Cardiac ultra-sound]; EEG; Gastroenterology; Pharmacy; Neuro-Psychological; Renal; Respiratory).

Please advise.



# VICTORIAN HOSPITALS ASSOCIATION LIMITED



(Incorporated in Victoria)

4th Floor, VACC House, 464 St. Kilda Road, Melbourne 3004.  
Telephone (03) 266 3691 Facsimile (03) 820 0239  
Correspondence: Executive Director, P.O. Box 4360  
Melbourne 3001, Victoria, Australia

*Mr. Hook*  
*for your*  
*attention*  
*AGB*

REF: GM16.3.2

**TO:** CHIEF EXECUTIVE OFFICERS  
DIVISIONS 1 - 3 HOSPITALS

**FROM:** EXECUTIVE DIRECTOR

**SUBJECT:** UNIONS & AWARD COVERAGE OF TECHNOLOGISTS  
AND/OR TECHNICIANS

**DATE:** 15 OCTOBER 1990

Over recent years there has been a large increase in the number of Technologists and/or Technicians employed in public hospitals [e.g. Cardiac (inc. Cardiac ultra-sound); EEG; Gastroenterology; Pharmacy; Neuro-Psychological; Renal; Respiratory].

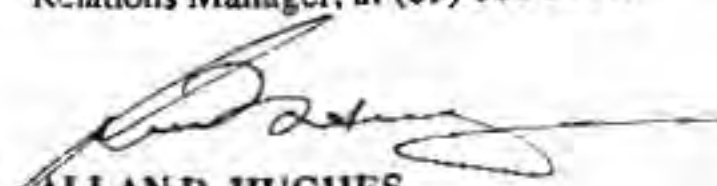
Currently only the Health Professional Services Award contains a classification and pay-rate for qualified Medical Laboratory Technicians (and trainee Technicians), and VAHPA has lodged an application to vary the jurisdiction of the H.P.S. Award by extending it to cover all "Technologists". Another Union or 2 has shown interest in covering what they see as "their" Technologists/Technicians.

The Association having recently moved to re-enter Industrial Relations, being concerned at the possibility of a fragmented approach being taken on the question, with a possible resultant mish-mash of pay-rates and award terms applying seeks completion of the attached Questionnaire.

The purpose of seeking the data is to enable a proper evaluation of the question of the remuneration of such personnel, and Union and Award coverage(s) of the area.

Return of the completed Questionnaire by Friday 9 November would be appreciated.

Any questions in relation to the exercise should be directed to Mr. Graham Moore, Employee Relations Manager, at (03) 866 3691.

  
ALLAN D. HUGHES  
EXECUTIVE DIRECTOR  
GM/df





INDUSTRIAL RELATIONS COMMISSION OF VICTORIA

IN FULL SESSION

Industrial Relations Act 1979

VARIATION TO THE JURISDICTION OF THE HEALTH PROFESSIONAL  
SERVICES CONCILIATION AND ARBITRATION BOARD

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Pursuant to the provisions of the Industrial Relations Act 1979 by Decision No. D91/0152 [Case No. 89/0626] dated 30 April 1991 the Industrial Relations Commission of Victoria in Full Session:

1. Varied the jurisdiction of the **Health Professional Services Conciliation and Arbitration Board** so that in lieu of the jurisdiction previously conferred upon it the **Health Professional Services Conciliation and Arbitration Board** is appointed to apply to the whole of the State of Victoria for the occupation of research technologist employed by the Cancer Institute and the occupations of cardiac technologist, medical laboratory technician, medical imaging technologist, radiation therapy technologist, physiotherapist, medical librarian, occupational therapist, orthoptist, speech pathologist, medical photographer, medical illustrator, podiatrist, nuclear medicine technologist, orthotist, prosthetist, orthotist/prosthetist, psychotherapist (but for the purposes of psychotherapist it shall not include psychotherapists who are medically qualified or psychotherapists who are qualified psychologists), music therapist, recreation therapist, medical record administrator and client adviser (rehabilitation) (but excluding client adviser (rehabilitation) when such employees are in the employ of the Victorian Accident Rehabilitation Council) and trainees in any of these occupations, but excluding any occupation subject to the Social and Community Services Conciliation and Arbitration Board, the Universities General Staff Conciliation and Arbitration Board and the Health and Allied Services Conciliation and Arbitration Board.
2. This Order shall apply on and from 30 April, 1991.

J. TSOUTSOULIS  
Acting Deputy Registrar  
Industrial Relations Commission of Victoria



INDUSTRIAL RELATIONS COMMISSION OF VICTORIA

IN FULL SESSION

Industrial Relations Act 1979

In the matter of an application by the Victorian Allied Health Professionals' Association for the variation of the jurisdiction of the

**HEALTH PROFESSIONAL SERVICES  
CONCILIATION AND ARBITRATION BOARD**

Case No. 89/0626

B.D. Lawrence, Deputy President  
P.R. Marsh, Deputy President  
R.J. McIntyre, Commissioner

DECISION AND ORDER - 30 APRIL 1991

This is an application by the Victorian Allied Health Professionals' Association for a variation to the jurisdiction of the Health Professionals Services Conciliation and Arbitration Board. The application seeks to cover cardiac technologists. These employees have not been covered by any Conciliation and Arbitration Board. In addition, a further variation of the jurisdiction clause is sought so as to provide an exclusion in respect of employees who are covered by the Health and Allied Services Conciliation and Arbitration Board.

The matter was listed before the Commission on several occasions before it was announced, on 1 March 1991, that the parties with a relevant interest in the matter had agreed to the proposed variation. In our opinion the jurisdiction of the Board should be varied in the manner sought, save for some minor changes in style which have no substantive effect. Accordingly, we make the following order:



ORDER

1. In lieu of the jurisdiction previously conferred upon it the Health Professional Services Conciliation and Arbitration Board is appointed to apply to the whole of the State of Victoria for the occupation of research technologist employed by the Cancer Institute and the occupations of cardiac technologist, medical laboratory technician, medical imaging technologist, radiation therapy technologist, physiotherapist, medical librarian, occupational therapist, orthoptist, speech pathologist, medical photographer, medical illustrator, podiatrist, nuclear medicine technologist, orthotist, prosthetist, orthotist/prosthetist, psychotherapist (but for the purposes of psychotherapist it shall not include psychotherapists who are medically qualified or psychotherapists who are qualified psychologists), music therapist, recreation therapist, medical record administrator and client adviser (rehabilitation) (but excluding client adviser (rehabilitation) when such employees are in the employ of the Victorian Accident Rehabilitation Council) and trainees in any of these occupations, but excluding any occupation subject to the Social and Community Services Conciliation and Arbitration Board, the Universities General Staff Conciliation and Arbitration Board and the Health and Allied Services Conciliation and Arbitration Board.
2. This Order shall apply on and from 30 April, 1991.



*B.D. Lawrence*  
.....  
B.D. Lawrence  
Deputy President  
(For the Commission)

INDUSTRIAL RELATIONS ACT 1979

HEALTH PROFESSIONAL SERVICES AWARD

(No. 1 of 1993)

Award made by the Industrial Relations Commission of Victoria

TUESDAY, 2 FEBRUARY 1993

Case No. 93/0177

This Award, which replaces Award No. 6 of 1992, deletes the Jurisdiction and inserts - Scope of the Award.

#### SCOPE OF THE AWARD

This Award applies to the whole of the State of Victoria for the occupation of research technologist employed by the Cancer Institute and the occupations of cardiac technologist, medical laboratory technician, medical imaging technologist, radiation therapy technologist, physiotherapist, medical librarian, occupational therapist, qualified social worker (being a person whose qualifications make him or her eligible for membership of the Australian Association of Social Workers and who is formally employed as a social worker in a public or private hospital), orthoptist, speech pathologist, medical photographer, medical illustrator, podiatrist, nuclear medicine technologist, orthotist, prosthetist, orthotist/prosthetist, psychotherapist (but for the purposes of psychotherapist it shall not include psychotherapists who are medically qualified or psychotherapists who are qualified psychologists), music therapist, recreation therapist, medical record administrator and client adviser (rehabilitation) (but excluding client adviser (rehabilitation) when such employees are in the employ of the Victorian Accident Rehabilitation Council) and trainees in any of these occupations, but excluding any occupation subject to the scopes of the Social and Community Services Award (save for a qualified social worker as defined herein), the Universities General Staff Award, and the Health and Allied Services Award.

DATE OF OPERATION: This Award shall operate from the beginning of the first pay period to commence on or after 2 February 1993.

This Award shall consist of the following parts:

- Part 1 Public Sector (and not elsewhere included)
- Part 2 Private Hospitals
- Part 3 Private Extended Care
- Part 4 Private Community Care
- Part 5 Private Diagnostic Practices
- Part 6 Common Provisions - This part applies to persons working under any of the preceding parts

#### ARRANGEMENT

This Award is arranged as follows:

Clause No.

2.

Subject Matter	Part 1	Part 2	Part 3	Part 4	Part 5	Part 6
Accident Pay						34
Annual Leave						15
Appendix 1						
Appendix 2						
Award Modernisation	1	1	1	1	1	
Compassionate Leave						17
Conference or Study Leave						33
Damaged Clothing						26
Deduction for Board & Lodging						23
Definitions						2
Dressing Rooms, &c						27
Duty Roster						9
Examination Leave						19
Existing Flexibility	3	3	3	3		
Grievance and Disciplinary Procedure	4	4	4	4		
Higher Duties Allowance						24
Hours of Work						4
Interviews, Time Book and Wages Record						30
Jury Service						35
Long Service Leave						18
Meal Allowance						22
Meal Interval						7
No Extra Claims						39
Notification of Classification						3
Occupational Superannuation						37, 38
On-call Allowance						13
Overtime						10
Parental Leave						36
Payment of Wages						6
Public Holidays						14
Redundancy		5	5	5	5	
Relieving Employees	2					
Rest Period						8
Salary Packaging		2	2	2	2	
Shift Allowance						12
Sick Leave						16
Special Rates for Saturdays & Sundays						11
Summer Time						32
Telephone Allowance						20
Termination of Service						29
Terms of Employment						5
Trainee Supervision						28
Travelling Allowance						21
Uniforms						25
Wage Rates						1
Without Prejudice						31

PART 1 - PUBLIC SECTOR (AND NOT ELSEWHERE INCLUDED)

1.

AWARD MODERNISATION

3.

The Australian Health Professionals Association and the Health Department of Victoria in respect of the Public Health Sector shall, in accordance with the processes outlined in SEP Agreement, implement;

- (i) A rationalisation and modernisation of the Award including, amongst other things, the classification structure with respect to streams and levels.
- (ii) Functional broadbanding of actual duties including identification and implementation of improved work practices with a view of employees performing a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (iii) Re-deployment of staff not fully utilised or performing low priority or redundant duties.
- (iv) Any agreement must be approved by the Australian Health Professionals Association and HDV. Where local level discussions are considering work practices at the local level, the union must be invited to participate at a local level and an invitation extended to an official of the Australian Health Professionals Association.
- (v) The Australian Health Professionals Association shall not withhold such approval unreasonably for the implementation of local agreements which address the matters outlined above.

2. RELIEVING EMPLOYEES

- (a) A reliever is a temporary employee who is engaged to relieve any employee or employees during his, her or their absence from work for any cause.
- (b) A reliever shall not be paid less than the rate applying to the classification of the employee so relieved.

PART 2 - PRIVATE HOSPITALS  
PART 3 - PRIVATE EXTENDED CARE  
PART 4 - PRIVATE RADIOLOGY PRACTICES  
PART 5 - PRIVATE PATHOLOGY PRACTICES

1. AWARD MODERNISATION

- (a) The union is committed to modernising the terms of the Health Professionals Services Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.
- (b) In conjunction with testing the new award structure, the union is prepared to discuss all matters raised by employers for increased flexibility. As such any discussion with the Union must be premised on the understanding that:

4.

- (i) The majority of employees at each enterprise must genuinely agree.
- (ii) No employee will lose income as a result of the change.
- (iii) The Union must be a party to the agreement.
- (iv) The Union must not unreasonably oppose any agreement.
- (v) Agreements will be ratified by the Commission.
- (vi) The disputes procedure will apply if agreement cannot be reached in the implementation process on a particular issue.

2.

SALARY PACKAGING

An employee whose terms and conditions of employment are determined pursuant to a Registered Agreement between the Australian Health Professionals Association and any recognised association of employers or any employer or group of employers shall not be covered by this Award and this Award shall have no application to such employee or his or her employer (in respect of such employee) where such agreement provides terms and conditions in the aggregate which are (when viewed objectively) no less favourable to the employee than what such employee would have been entitled to in the aggregate if he or she were but for this provision covered by this Award subject to:

- (a) The Secretary of the Australian Health Professionals Association being notified by the employer of their intention to commence discussions on entering into an agreement under this clause.
- (b) Prior to finalisation of an agreement under this provision the employer will advise the employee of consultants to provide financial advice on the terms of the contract.
- (c) Agreements shall be reduced to writing.
- (d) The Salary Package shall comply with the relevant legislation regarding taxation.

3.

EXISTING FLEXIBILITY

- (i) It is a term of this Award that nothing arising from Structural Efficiency negotiations or consequential award variations shall operate so as to decrease, inhibit, detract from or restrict flexibility already existing within the private sector.
- (ii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

4.

GRIEVANCE/DISCIPLINARY PROCEDURES

- 1. Grievance Procedure



5.

Preamble

It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties.

The parties to the agreement recognise that from time to time individual employees may have grievances which need to be resolved in the interests of good relationships.

An employee will have the right for a grievance to be heard through all levels of line management.

- (i) In the first instance the employee shall attempt to resolve the grievance with the employee's immediate supervisor. The local union representative shall be present if desired by either party.
- (ii) If the employee still feels aggrieved, then the matter shall be referred to the employee's department head. The local union representative shall be present if desired by either party.
- (iii) If the grievance is still unresolved the matter shall be referred to senior management and the senior local or state union representative.
- (iv) If the grievance is still unresolved than the state union representative shall be advised and will be represented at the request of either party. At this stage the employer representative body should be advised and represented at the request of either party.
- (v) It is agreed steps (i) to (iv) shall take place within seven days.
- (vi) If the grievance still exists the matter shall be referred to the appropriate reference body for decision, which shall be accepted by the parties as ending the matter.
- (vii) Until the grievance is determined work shall continue normally in accordance with the custom or practice existing before the grievance arose while discussions take place.

No party shall be prejudiced as to the final settlement by the continuance of work.

Health and safety matters are exempted from point (vii).

2. Disciplinary Procedure

- (i) Where disciplinary action is necessary, the management representatives shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file.

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- (ii) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. The local union representative shall be present if desired by either party.
- (iii) If the problem continues the employee will be seen again by management.  
  
A final warning in writing may be given. The employee has the right to union representation.
- (iv) In the event of the matter recurring, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- (v) Summary dismissal of an employee may still occur for acts of "serious and wilful misconduct".
- (vi) If a dispute should arise over the disciplinary action, the course of action to be followed is that the matter shall be referred to the appropriate reference body for resolution. Such resolution shall be accepted by the parties as final.
- (vii) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personal file.

3. Distribution of these Procedures

- (i) Institutions will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees throughout each institution.
- (ii) All new employees shall be handed a copy of these procedures on commencement of employment.

4. Reference Body

It is agreed that the Reference Body is the Health Professional Services Conciliation and Arbitration Board.

5. REDUNDANCY

1. Discussions Before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

7.

- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of sub-clause 1 (a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely, to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

2. Transfer to Lower Paid Duties

Where an employee is transferred to lower duties for reasons set out in sub-clause 1(a) hereof the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

3. Severance Pay

In addition to the period of notice prescribed for ordinary termination in Clause 30 (Termination of Service) and subject to further award of the Board, an employee whose employment is terminated for reasons set out in sub-clause 1(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than one year	nil
1 year but less than two years	4 weeks' pay
2 years but less than three years	6 weeks' pay
3 years but less than four years	7 weeks' pay
4 years and over	8 weeks' pay

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

8.

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

For the purposes of this clause, continuity of service shall be calculated in the manner prescribed as follows:

For the purposes of this clause a year of employment shall be deemed to be unbroken notwithstanding -

- (a) any annual leave or long service leave taken therein;
- (b) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- (c) any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
- (d) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the employer;
- (e) any absence on any other account not involving termination of employment-

and in calculating a year of employment any absence of a kind mentioned in paragraphs (a), (b) or (c) of this sub-clause shall be counted as part of the year of employment but in respect of absences of a kind mentioned in paragraph (d) and (e) of this sub-clause it will be necessary for the worker as part of his qualification for redundancy to serve such additional period as equals the period of such absences.

4. Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in sub-clause 1(a) hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

5. Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for the employee.

6. Time Off During Notice Period

- (a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's

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time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

7. Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in sub-clause 1(a) hereof, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

8. Employees with Less than One Year's Continuous Service

This clause shall not apply to employees with less than one year's continuous service.

9. Employers Exempted

Subject to an Award of the Board, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees, whether under this Award and/or otherwise.

10. Employees Exempted

This clause shall not apply where employment is terminated because the conduct of an employee justifies instant dismissal, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

11. Superannuation Benefits

Subject to further Award by the Board, where an employee who is terminated received a benefit from a superannuation scheme, he/she shall only receive under sub-clause 3 hereof the difference between the severance pay specified in the clause and the amount of the superannuation benefit he/she receives which is attributable to employer contributions only.

If this superannuation benefit is greater than the amount due under sub-clause 3 then he/she shall receive no payment under that clause.

12. Transmission of Business

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- (a) (i) Where a business is before, on or after the date of this Award, transmitted from an employer (in this sub clause called "the transmittor") to another employer (in this sub-clause called "the transmitttee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmitttee: be deemed not to have been broken by reasons of such transmissions; and
- (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmitttee.
- (b) In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

13. Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

PART 6 - COMMON PROVISIONS

This part applies to persons working under any of the preceding parts.

1. WAGE RATES

A. UG1 CLASSIFICATIONS - Physiotherapy, Occupational therapy, Speech Pathology, Medical Imaging Technology, Podiatry, Medical Record Administration, Medical Photography/Illustration, Medical Library, Music Therapy, Research Technology, Nuclear Medicine Technology, Radiation Therapy Technology, Recreation Therapy, Cardiac Technology, Orthoptics and Social Work.

(i) Interns (M.I.T, N.M.T, R.T.T. only equal to 80% of the first year qualified rate) \$382.20 per week.

(ii) Trainees (Research Technology only).

Year of Part-time Course	Percentage of rate for UG1, Grade 1, 1st year after qualification %	
1st Year	50	238.90
2nd Year	60	286.70
3rd Year	75	358.40
4th Year	85	406.10

Thereafter 90 430.00

\* Provided that -

1. An adult trainee shall receive not less than 80 per cent of the rate prescribed for the classification Grade 1 - 1st year of experience after qualification.
2. A trainee who, as a full-time student passed all subjects specified in the first-time year of a course approved by the employer, shall be paid not less than the rate prescribed for the third year of the course (part-time).
3. A trainee who, as a full-time student passed all subjects in the second full-time year of a course approved by the employer, shall be paid not less than the rate prescribed for fifth year and thereafter (part-time).
4. A trainee who, as a full-time student has not passed all subjects specified for the appropriate full-time year of a course approved by the employer, shall be paid a rate equivalent to the next lower part-time classification than that which would apply in (2) and (3) above.

(iii) Grade 1 (i.e. qualified rate)	Wages Per Week
1st Year of experience after qualification	477.80
2nd Year of experience after qualification	514.70
3rd Year of experience after qualification	546.30
4th Year of experience after qualification	568.10
5th Year of experience after qualification	616.40
6th Year of experience after qualification	649.00

Provided that:

- (i) An employee who holds or is qualified to hold the degree of Bachelor of Science Honours shall be entitled to be classified as a UG1 - Grade 1., 2nd year of experience after qualification.
- (ii) An employee who holds or is qualified to hold the degree of Master of Science shall be entitled to be classified as a UG1 - Grade 1., 3rd year of experience after qualification.
- (iii) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a UG1 - Grade 1., 5th year of experience after qualification.
- (iv) An employee who holds a four year under-graduate qualification or a three year under-graduate

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qualification and is required to do a 12 month internship shall be classified as or deemed to have been classified as a UG1-Grade 1, 2nd year of experience after qualification.

(iv)	Grade 2 as defined	Wages Per Week	Social Worker	*Orthoptist*
	1st Year of experience at this level	649.00		
	2nd Year of experience at this level	687.40		
	3rd Year of experience at this level	722.60		
	4th Year of experience at this level	760.90	735.60*	760.90*
(v)	Grade 3 (Tutor MIT, Senior Clinician, MIT Grade 3 and NMT Grade 3, Cardiac Technologist Grade 3, Research Technologist Grade 3 and a Social Worker as defined)	Wages Per Week	Social*	Worker
	Grade 3 as defined			
	1st Year of experience at this level	803.50	780.10*	
	2nd Year of experience at this level	832.70	803.50*	
	3rd Year of experience at this level	855.50	831.70*	
	4th Year of experience at this level	904.10	860.60*	
(vi)	Deputy Chief Medical Record Administrator	Wages Per Week		
	Grade 1 as defined	803.50		
	Grade 2 as defined	832.70		
(vii)	Deputy Chief Grade 1 (MIT, NMT and Cardiac Technologist only and as defined)	Wages Per Week		
	1st Year of experience at this level	803.50		
	2nd Year of experience at this level	832.70		
(viii)	Deputy Chief Grade 2 (MIT, NMT and Cardiac Technologist only and as defined)	Wages Per Week		
	1st Year of experience at this level	832.70		
	2nd Year of experience at this level	855.50		



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	3rd Year of experience at this level	904.10		
(ix)	All Chief Grade 1 positions (except Medical Record Administrator Chief Grade 1, Recreation Therapist, Music Therapist and Research Technologist) and all other Deputy Chief (except Music Therapist, Research Technologist, Medical Librarian and Recreation Therapist) positions as defined			
		Wages Per Week	Social* Worker	Orthoptist* Worker
	1st Year of experience at this level	803.50	785.80*	785.00*
	2nd Year of experience at this level	832.70	813.90*	812.95*
	3rd Year of experience at this level	855.50	837.00*	824.35*
(x)	Medical Record Administrator Chief Grade 1 as defined, RTT Grade 2a as defined			
		Wages Per Week		
	1st Year of experience at this level	803.50		
	2nd Year of experience at this level	832.70		
(xi)	Medical Record Administrator Chief Grade 2 as defined			
		Wages Per Week		
	1st Year of experience at this level	832.70		
	2nd Year of experience at this level	855.50		
(xii)	Medical Record Administrator Chief Grade 3 as defined			
		Wages Per Week		
	1st Year of experience at this level	904.10		
	2nd Year of experience at this level	946.30		
(xiii)	RTT Grade 2(b) as defined			
		Wages Per Week		
	1st Year of experience at this level	855.50		
	2nd Year of experience at this level	904.10		
(xiv)	RTT Grade 2(c) as defined			

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		Wages Per Week 946.30	
(xv)	All other Chief Grade 2 (except Medical Record Administrator, Music Therapist, Research Technologist and Recreation Therapist) positions as defined		
		Wages Per Week	Social* Orthoptist* Worker
	1st Year of experience at this level	904.10	871.00* 871.10*
	2nd Year of experience at this level	946.30	909.60* 911.00*
(xvi)	All Chief Grade 3 (except Medical Record Administrator, Music Therapist, Research Technologist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator and Recreation Therapist) positions as defined		
		Wages Per Week	Social* Worker
		1021.90	975.80*
(xvii)	All Chief Grade 4 (except Music Therapist, Research Technologist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator, Recreation Therapist and Medical Record Administrator) positions as defined and RTT Grade 3 as defined		
		Wages Per Week	Social* Worker
		1105.40	1048.00*
(xviii)	All Chief Grade 5 (except Music Therapist, Research Technologist, Medical Librarian, Podiatrist, Medical Photographer/Illustrator, Nuclear Medicine Technologist, Speech Pathologist, Recreation Therapist, Medical Record Administrator and Orthoptist) positions as defined and RTT Grade 4 as defined.		
		Wages Per Week	
		1222.20	
(xix)	RTT Grade 5 as defined		
		Wages Per Week	
		1372.60	

\* These phase in rates for Social Workers and Orthoptists will operate from the first pay period on or after 30 November, 1992 until the first pay period on or after 3 May, 1993 in the case of Social Workers and 13 May in the case of Orthoptists after which the rates otherwise specified here will take effect.

B. UG2 CLASSIFICATIONS - Prosthetics/Orthoptics

(i)	Grade 1 (ie qualified rate)	
	1st Year of experience after qualification	472.30
	2nd Year of experience after qualification	500.80
	3rd Year of experience after qualification	529.90
	4th Year of experience after qualification	562.10
	5th Year of experience after qualification	590.80
	6th Year of experience after qualification	608.50
(ii)	Grade 2 (as defined)	
	1st Year of experience at this level	622.30
	2nd Year of experience at this level	654.40
	3rd Year of experience at this level	695.90
(iii)	Deputy Chief Grade 1 (as defined) and Chief Grade 1 (as defined)	
	1st Year of experience at this level	695.90
	2nd Year of experience at this level	719.00
(iv)	Deputy Chief Grade 2 (as defined) and Chief Grade 2 (as defined)	
	1st Year of experience at this level	719.00
	2nd Year of experience at this level	749.60
(v)	Chief Grade 3 (as defined)	
	1st Year of experience at this level	749.60
	2nd Year of experience at this level	784.10

C. UG3 CLASSIFICATION - Medical Laboratory Technician

(i) Trainees

Year of Course	Percentage of rate for the classification. "Qualified Medical Laboratory Technician 3rd year of experience after qual."		Wage per W \$
		%	
1st Year	50		229.10
2nd Year	60		274.90
3rd Year	75		343.70
Thereafter	90		412.40

\* Provided that: an adult trainee shall receive not less than 80 per cent of the rate prescribed for the classification Medical Laboratory Technician Grade 1, 3rd Year of experience after qualification.

(ii) Grade 1 (ie qualified rate)

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1st Year of experience after qualification	414.70
2nd Year of experience after qualification	436.50
3rd Year of experience after qualification	458.20
4th Year of experience after qualification	475.80
5th Year of experience after qualification	493.40
6th Year of experience after qualification	511.10
7th Year of experience after qualification	528.70
8th Year of experience after qualification	546.30

\* Provided that: an employee who holds an Associate Diploma of Applied Science shall be entitled to be classified as a Medical Laboratory Technician Grade 1, 3rd Year of experience after qualification.

(iii) Grade 2

1st Year of experience at this level	546.30
2nd Year of experience at this level	569.70
3rd year of experience at this level	593.10
4th year of experience at this level	

(i) Medical Technician (Part 1 Only)

1st Year of experience	414.70
2nd Year of experience	436.50
3rd Year of experience	445.10
4th Year of experience	453.70
5th Year of experience	468.20
6th Year of experience	481.30

(ii) Supervisor

A Medical Technician appointed to be responsible for supervising the work of other Medical Technicians shall be paid at the rate of 7-5 per cent of the rate of a Medical Technician at the 4th year of experience.

D. Child Psychotherapy

Level 1 (as defined)	Wages Per Week
1st Year	472.00
2nd Year	497.30
3rd Year	527.70
4th Year	556.80
5th Year	587.50
6th Year	616.50
7th Year	651.30
Level 2 (as defined)	
1st Year	697.80
2nd Year	708.10
3rd Year	741.70
4th Year	766.20

## Level 3 (as defined)

1st Year	808.90
2nd Year	839.40
3rd Year	871.00

## Level 4 (as defined)

1st Year	906.30
2nd Year	940.60
3rd Year	986.20

## E. Notes

(i) An employee appointed to a higher grade shall be paid at the rate within that grade immediately above their previous rate of pay.

(ii) For the purposes of classifying all Chief and Deputy Chief positions it will be necessary to divide the number of hours worked by relevant professionals (including interns) or total staff as the case may be, in that department by 38 with any fraction being taken to the next whole number. In addition when classifying Chief positions in Physiotherapy, Occupational Therapy, Speech Pathology, Medical Imaging Technology, Nuclear Medicine Technology or Radiation Therapy Technology a Chief position which is classified two grades or more below that of an allied Chief (that is either in the therapy stream or the radiation related stream) in the employ of the same employer, shall be reclassified to the next available chief grade.

(iii) Sole Allowance

An employee who is the only person employed in one of the below listed classifications shall be paid, in addition to his appropriate rate, an allowance per week at the rate of 5 per cent of the weekly wage of a Physiotherapist Grade 1, First Year of Experience:

Medical Imaging Technologist  
 Radiation Therapy Technologist  
 Nuclear Medicine Technologist  
 Physiotherapist  
 Occupational Therapist  
 Speech Pathologist  
 Photographer or Illustrator  
 Orthoptist  
 Podiatrist  
 Orthotist/Prosthetist  
 Child Psychotherapist\*  
 Medical Librarian\*  
 Medical Record Administrator\*  
 Music Therapist\*  
 Recreation Therapist

Social Worker\*  
Cardiac Technologist

\* Classifications marked with an asterisk apply only in work-places covered by Part 1 of the Award

(iv) Higher Qualifications

A health professional who holds an additional qualification and who performs the class of work relating to the said qualification shall receive the allowances as specified below in addition to those prescribed in Part 6 Clause 1.

Higher Qualification	Profession	Allowance (payable in respect of only one such qualification)
Fellowship of the Australian Institute of Radiography or Diploma in Ultrasonography	Medical Imaging Technology Radiation Therapy Technology	7.5 per cent of Grade 1 Year 3 UG1 rate
Graduate Diploma in Computer Science (RMIT) or its equivalent or Diploma in Ultrasonography	Nuclear Medicine Technology	7.5 per cent of Grade 1 Year 3 UG1 rate
Graduate Diploma in Medical Ultrasound, Computer Science (Part 1 only). Health Administration (Part 1 only) or any other recognised equivalent from a tertiary institution	Cardiac Technology	7.5% of Grade 1 Year 3 UG1 rate
Post Graduate Diploma conferred by the Lincoln Institute of Health Sciences in:	(i)-(iv): Physiotherapy (i)-(iii): Occupational Therapy Speech Pathology (iii): Prosthetics/ Orthoptics	7.5 per cent of Grade 1 Year 3 UG1 rate " " " " " " " " " " " " " " 7.5 per cent of Grade 1 Year 3 UG2 rate
iii) Rehabilitation Studies iv) Manipulative Therapy or the equivalent as recognised by the employer		
M.Sc or any other * recognised equivalent qualification from a tertiary institution.	Research Technology	7.5 per cent of Research Technologist Grade 1 2nd Year rate of pay



Cardiac Technologist Grade 2

A Technologist appointed to the grade with additional responsibilities:

- e.g. (i) Teaching of Cardiac Technology students; or
- (ii) Employed on work which in the opinion of the Chief Cardiac Technologist requires special knowledge or depth of experience, e.g.: in echocardiography, electrophysiology, cardiac catheterisation, holtermonitor interpretation; or
- (iii) Is in charge of cardiology staff.

Physiotherapist Grade 2

A physiotherapist appointed to the Grade, with additional responsibilities:

- e.g. (i) Teaching of Physiotherapy students; or
- (ii) Employed on work which in the opinion of the Chief Physiotherapist requires special knowledge and depth of experience in any one or more of the following: neurosurgery, surgical thoracic, plastic surgery, cerebral palsy, traumatic spinal cord lesions; or
- (iii) On the recommendation of the Chief Physiotherapist is in charge of a section of the Physiotherapy Department recognised by the employer; or
- (iv) Holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

Speech Pathologist Grade 2

A speech Pathologist appointed to the Grade, with additional responsibilities:

- e.g. (i) Supervision of Speech Pathology Students; or
- (ii) On the recommendation of the Chief Speech Pathologist is in charge of a section of the Speech Pathology Department recognised by the employer; or
- (iii) Holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

Occupational Therapist Grade 2



21.

An Occupational Therapist appointed to the grade, with additional responsibilities:

- e.g. (i) Teaching of occupational therapy students; or
- (ii) On the recommendation of the Chief Occupational Therapist is in charge of a section of the Occupational Therapy department recognised by the employer; or
- (iii) Holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

Music Therapist Grade 2

A music Therapist appointed to the grade with additional responsibilities:

- e.g. (i) Teaching of therapy students; or
- (ii) On the recommendation of the Medical Director is in charge of a music therapy section of the therapy department; or
- (iii) Holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

Social Worker Grade 2

A Social Worker appointed to the grade with additional responsibilities:

- e.g. (i) Teaching of Social Work; or
- (ii) Employed on work which in the opinion of the Chief Social Worker requires special knowledge and depth of experience in any one or more of the following:
- Individual and family and/or group practice; or
  - Program development and management; or
  - Research/Evaluation.
- (iii) On the recommendation of the Chief Social Worker is in charge of a section of the Social Work Department recognised by the employer.

Medical Record Administrator Grade 2

A Medical Record Administrator appointed to the grade with additional responsibility:

22.

- e.g. (i) A Research Administrator responsible for clinical trial/data management at recognised trials including national and international trials; or
- (ii) A Medical Record Administrator appointed in charge at a department where no other Medical Record Administrator is employed; or
- (iii) A Medical Record Administrator employed on work which in the opinion of the Chief Medical Record Administrator requires special knowledge and depth of experience.

Research Technologist Grade 2

A Research Technologist who is appointed to this grade and who under the general direction of scientific research staff, is required to perform experimental work involving more complex or more specialised activities and requiring the exercise of initiative and judgement, within the general framework of a research programme.

Podiatrist Grade 2

A Podiatrist appointed to the Grade, with additional responsibilities:

- e.g. (i) Teaching of Podiatry students; or
- (ii) Employed on work which in the opinion of the Chief Podiatrist or the employer requires special knowledge or depth of experience in any one or more of the following: diabetes mellitus peripheral vascular disease, cerebro-vascular accident, arthroses, orthotic/prosthetic therapy, nail surgery and local anaesthesia; or
- (iii) On the recommendation to the Chief Podiatrist is in charge of a Section or Annexe of the Podiatry Department.

Medical Photographer/Illustrator Grade 2

A Medical Photographer/Illustrator appointed to the grade with additional responsibilities:

- e.g. (i) Teaching and or supervision of staff; or
- (ii) Employed on work which in the opinion of the Chief Medical Photographer/Illustrator requires special knowledge or depth of experience.

Medical Librarian Grade 2

A Medical Librarian appointed to the grade with additional responsibilities:

23.

- e.g. (a) A librarian in a teaching hospital with university clinical departments on site; or
- (b) A Librarian, who is required to apply specialised knowledge, and to be in charge of one or more of the following areas:
- (i) Computerised information retrieval; or
  - (ii) Inter library loans or another such area recognised by the employer, may be appointed to this grade on the recommendation of the librarian in charge.

Recreation Therapist Grade 2

A recreation Therapist appointed to the grade with additional responsibilities:

- e.g. (i) Teaching of therapy students; or
- (ii) On the recommendation of the Medical Director is in charge of a recreation therapy section of the therapy department.

Orthoptist Grade 2

An Orthoptist appointed to the Grade, with additional responsibilities:

- e.g. (i) teaching of Orthoptic students; or
- (ii) employed on work which in the opinion of the Chief Orthoptist required special knowledge and depth of experience; or
- (iii) on the recommendation of the Chief Orthoptist is in charge of a section of the Orthoptic Department recognised by the employer.

Senior Clinician

A Physiotherapist, Occupational Therapist or Speech Pathologist or Social Worker with at least 7 years experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching under graduates and/or post-graduate students and providing education to staff from other disciplines.

Medical Imaging Technologist Grade 3

Nuclear Medicine Technologist Grade 3 and Cardiac Technologist Grade 3 - A Medical Imaging Technologist, Nuclear Medicine

Technologist or Cardiac Technologist with at least 7 years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching under graduate and/or post graduate students and providing education to staff from other disciplines.

Research Technologist Grade 3

Is a research Technologist who is appointed to this grade and who in consultation with senior scientific research staff, is required to take charge of experimental work which forms a significant component of one or more major scientific projects.

Medical Records Administrator Deputy Grade 1

A qualified Medical Record Administrator responsible to the Chief Medical Record Administrator (Grade 2) and appointed to act as his/her deputy.

Medical Record Administrator Deputy Grade 2

A qualified Medical Record Administrator responsible to the Chief Medical Record Administrator (Grade 3) and appointed to act as his/her deputy.

Deputy Chief M.I.T., N.M.T and Cardiac Technologist

A qualified M.I.T., N.M.T. or Cardiac Technologist appointed to assist and to deputise for the Chief M.I.T., N.M.T or Cardiac Technologist:

- Grade 1 - Where the Chief is classified at Grade 2
- Grade 2- Where the Chief is classified at Grade 3 or higher.

All Other Deputy Chief Positions

A person qualified in the profession and appointed to assist and to deputise for the Chief where the Chief is classified at grade 2 or higher.

Medical Record Administrator Chief Positions

Grade 1

A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department in which at least 1 and less than 3 additional MRA's (as defined) are employed.

Grade 2

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A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department in which at least 3 and less than 5 additional MRA's (as defined) are employed.

Grade 3

A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department in which more than 5 additional MRA's (as defined) are employed.

All other Chief Positions

A person appointed as such and immediately responsible to the Medical Director for the organisation of the department and the supervision of staff.

Chief Grade 1:

A person in charge of 1 - 5 full-time professionals and or other employees totalling at least 6 in number.

Chief Grade 2:

A person in charge of 6 - 14 full-time professionals and/or other employees totalling at least 15 in number.

Chief Grade 3:

A person in charge of 15 - 24 full-time professionals and/or other employees totalling at least 26 in number.

Chief Grade 4:

A person in charge of 25 - 39 full-time professionals and/or other employees totalling at least 28 in number.

Chief Grade 5:

A person employed pursuant to Part 1 of this Award in charge of 40 and over full-time professionals and/or other employees totalling at least 46 in number.

Radiation Therapy Technologist

Grade 2

A qualified radiation therapy technologist appointed to this grade who is required to undertake additional responsibilities such as a major tutoring role or a role requiring specialised knowledge in computer technology, simulation or brachytherapy.

Grade 2(a)

Second in charge of Treatment Unit - A qualified radiation therapy technologist appointed to this grade and who is required to undertake responsibility additional to that of the grade 1 radiation therapy technologist.

Grade 2(b)

In charge of a Treatment Unit - A qualified radiation therapy technologist appointed to this grade and who is in charge of a Treatment Unit (MVT, DXRT, SXRT), peripheral unit, or planning sub-unit.

Grade 2(c)

Major Administrative role - A qualified radiation therapy technologist appointed to this grade and who undertakes significant administrative or educational responsibility.

Radiation Therapy Technologist Grade 3

Assistant Department Head - A qualified radiation therapy technologist appointed to this grade and who heads up a nominated section, e.g. treatment, planning, education.

Radiation Therapy Technologist Grade 4

Deputy Head of Radiological Treatment Service - A qualified radiation therapy technologist appointed to this classification.

Radiation Therapy Technologist Grade 5

Head of Radiological Treatment Service - A qualified radiation therapy technologist appointed to take charge of the Radiological Treatment Service.

#### UG2 DEFINITIONS

Orthotist/Prosthetist Grade 2

An Orthotist/Prosthetist appointed to the Grade, with additional responsibilities:

- e.g.
- (i) teaching of Orthotist/Prosthetics students; or
  - (ii) employed on work which in the opinion of the Chief Orthotist/Prosthetics or the Medical Director requires special knowledge and depth of experience in any one or more of the following: scoliosis, cerebral palsy, spinal cord injuries, plastic surgery, or is part of an amputee clinical team; or,
  - (iii) on the recommendation of the Chief Orthotist/Prosthetist is in charge of a section

27.

of the Orthotist/Prosthetic Department recognised by the employer.

Deputy Chief

A person appointed to deputise for the Chief.

Chief

A person immediately responsible to the Medical Director for the organisation of the department.

Grade 1: A person in charge of 1 to 3 full-time professionals

Grade 2: A person in charge of 4 to 8 full-time professionals

Grade 3: A person in charge of 9 to 14 full-time professionals.

UG3 Definitions

Medical Laboratory Technician Grade 2

A Medical Laboratory Technician appointed to the Grade with additional responsibilities:

- e.g. (i) Employed on work which in the opinion of the employer requires special knowledge or depth of experience; or
- (ii) Has a teaching role.

Other Definitions

Child Psychotherapy

Level 1 - Child Psychotherapist:

1. Holds a basis bachelor degree in Occupational Therapy, Psychology or Social work and has at least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training.
2. Is undertaking a recognised post-graduate study as a Psychotherapist.
3. Provides a clinical service under supervision. Provided further that a person classified at level 1 shall have their years of service recognised one, to or three years in advance should they possess an Honours, Masters or Doctorate respectively.

Level 2 - Qualified Child Psychotherapist:

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1. Has completed a post-graduate course of study in Psychotherapy.
2. Provides a clinical service.

Level 3 - Senior Child Psychotherapist:

A person appointed as such. Appointees will provide:

1. A specialist clinical service.
2. Teaching/supervision for employees on a recognised Psychotherapy training programme.
3. A Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Programme.
4. And accept responsibility for a clinical consultation service to professional staff within and external to the hospital.

Level 4 - Principal Child Psychotherapist:

1. Holds a basic bachelor degree in an appropriate field.
2. Has at least 5-6 years clinical experience since completing a post-graduate course in Psychotherapy.
3. Expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.
4. Is responsible and accountable for the administration of a psychotherapy unit within an organisation.
5. Is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.
6. Is responsible for the clinical supervision of qualified psychotherapy staff.
7. Holds major training responsibilities in one or more of the Psychotherapy Training Schools.
8. Responsible for initiating and conducting relevant research.

2.

## DEFINITIONS

Medical Imaging Technology

Medical Imaging Technology Trainee

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasia Institute



of Radiography and attending the first, second or third year of the diagnostic course of instruction for the Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.

Qualified Medical Imaging Technologist

A person who possesses a Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography or its equivalent recognised by the Australasian Institute of Radiography and is engaged in diagnostic duties.

Radiation Therapy Technology

Radiation Therapy Technology Trainee

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography and attending the first, second or third year of the therapy course of instruction for the Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.

Qualified Radiation Therapy Technologist

A person who possesses a Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography or its equivalent recognised by the Australasian Institute of Radiography and is engaged in therapeutic duties.

Nuclear Medicine Technology

Nuclear Medicine Technology Trainee

A person who is engaged in studies leading to the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent.

Qualified Nuclear Medicine Technologist

A person holding the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent or who is accredited by the Australian and New Zealand Society of Nuclear Medicine.

Medical Laboratory Technology

Medical Laboratory Technician Trainee

An employee engaged in studies leading to the above qualification.

Qualified Medical Laboratory Technician

A person employed as such who holds a Certificate or Associate Diploma of Applied Science (Medical Laboratory) or equivalent as recognised by the employer.

## Therapy

### Qualified Occupational Therapist

A person who is a graduate of an Occupational Therapy Training Centre recognised by both or either the Victorian Association of Occupational Therapists and the World Federation of Occupational Therapists.

### Qualified Speech Therapist

A person holding a licentiateship of the Australian College of Speech Therapists, or Bachelor of Applied Science in Speech Pathology from the Lincoln Institute or an equivalent qualification as recognised by the Australian Association of Speech and Hearing.

### Qualified Physiotherapist

A person holding a Degree or Diploma issued by or approved by the Physiotherapy Registration Board of Victoria.

## Orthoptic

### Qualified Orthoptist

A person holding a qualification recognised by the Orthoptic Board of Australia.

## Library

### Medical Librarian

A person who is eligible for professional membership of the Library Association of Australia, i.e., has obtained either the Registration Certificate of the Library Association of Australia; or, the Royal Melbourne Institute of Technology or College of Advanced Education degree or diploma in Librarianship; or Graduate Diploma in Librarianship; or their equivalent recognised by the Library Association of Australia.

## Photography or Illustration

### Medical Photographer or Illustrator

A person possessing a Diploma or Degree in Photography or Art as recognised by the Australian Institute of Medical and Biological Illustration, provided that a person who has been employed continuously since 31 December 1956 as a medical photographer or illustrator shall be regarded as a medical photographer or illustrator for the purposes of Clause 1 hereof.

## Research Technology (Cancer Institute)

### Trainee Research Technologist

An employee who is engaged as such in a research division of the Cancer Institute and who is engaged in studies leading to an appropriate diploma or degree.

Research Technologist

An employee who is engaged as such in a research division of the Cancer Institute and who holds an appropriate diploma or degree.

Podiatry

Qualified Podiatrist

A person holding a Degree or Diploma approved by the Podiatrists Registration Board of Victoria.

Orthoptics/Prosthetics

Qualified Orthotist/Prosthetist

A person who holds the Diploma in Applied Science (Prosthetics and Orthoptics) conferred by the Lincoln Institute of Health Sciences or its equivalent as recognised by the National Certifying Board of the Australian Orthoptic/Prosthetic Association.

Music Therapy

Qualified Music Therapist

A person with a tertiary degree or an equivalent qualification in the field of music therapy or such courses recognised by the Australian Music Therapy Association as being equivalent.

Medical Record Administration

Medical Record Administrator

A person who has passed examinations qualifying him/her for admission as a full graduate of the Medical Record Association of Australia.

Qualified Social Work

Qualified Social Worker

Is a person whose qualifications make him or her eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.

Recreation Therapy

Recreation Therapist

A person employed as such with a degree or equivalent in Recreation or Physical Education and employed in a Rehabilitation Hospital, clinic or service, a geriatric home, hospital or centre, hostel giving

residential care, nursing home, convalescent home or retirement home, lodge or village.

Child Psychotherapy

Child Psychotherapist

A person employed as such with a relevant tertiary qualification and eligible for membership of the Victorian Child Psychotherapists Association Inc.

### 3. NOTIFICATION OF CLASSIFICATION

Within three months of the coming into operation of the Award all employees covered by the scope of the Board shall be given notification by their employer in writing of their classification and the number of years of accredited service in that classification and such employees shall seek to be so notified.

A similar notification shall be given to and the employee shall be entitled to receive such notification on his entry to or promotion within the scope of the Award.

### 4. HOURS OF WORK

4A The hours for an ordinary week's work shall be 38, or an average of 38 per week in a two or four week period, or by mutual agreement in a five week period in the case of an employee working ten hour shifts, and shall be worked either -

- (a) Subject to practicability, in 152 hours per 4 week period to be worked as 19 shifts each of 8 hours; or
- (b) By mutual agreement -
  - (i) in 4 days in shifts of not more than 10 hours each; or
  - (ii) otherwise, provided that the length of any ordinary shift shall not exceed ten hours. Subject to the roster provisions, 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any one of such weeks.

4B Implementation

- (i) Necessary consultation shall take place within the institution on the implementation of a 38 hour week.
- (ii) In the absence of agreement on any significant matter either party may refer the matter to the Health Professional Services Conciliation and Arbitration Board for resolution.

4C Averaging

33.

- (i) For all purposes the hourly rate is deemed to be the weekly rate prescribed by Clause 1 hereof divided by 38, provided that where the averaging system is used by full-time employees, an employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in Clause 1, and shall be paid each week even though more or less than 38 ordinary hours are worked in that week.

Note: An employee shall accrue a credit for each day in which he works ordinary hours in excess of the daily average of 7 hours 36 minutes. The credit is carried forward so that in each cycle an "accrued day off" is paid.

- (ii)
  - (a) All paid leave accrues the credit in (i) above.
  - (b) A paid leave day shall be identical to a worked day.
  - (c) The deduction from leave credits shall be the same as the actual ordinary hours which would have been worked on that day.
- (iii) An employee who is absent from ordinary duty on unpaid leave shall accrue the appropriate credit without pay for the accrued day off.

5. TERMS OF EMPLOYMENT

(a) Permanent Full-time Employees

Except as provided in sub-clause 5(b) hereof of an employee ready, willing and available to work the full number of hours as required by the employer shall be paid the full weekly wage as prescribed by this Award irrespective of the number of hours worked not exceeding 38 Permanent Part-time Employees.

(b) Employees employed on a part-time basis shall be paid for hours worked, either -

- (i) at an hourly rate equal to 1/38th of the weekly wage appropriate to the employees classification. Employees employed under this sub-clause shall accrue paid leave entitlements on a pro rata basis;
- (ii) at an hourly rate equal to 1/38th of the appropriate weekly rate plus 25 per cent of such hourly rate for work performed during weekdays and 75 per cent of such hourly rate for work performed on weekends and public holidays. Employees employed under this sub-clause shall not be entitled to any benefits prescribed in Clause 14 (Public Holidays), Clause 15 (Annual Leave), Clause 16 (Sick Leave) and Clause 17 (Compassionate Leave).

The conditions of part-time work shall be agreed upon between employer and employee and shall be confirmed in writing between the two parties.

(c) Either of the following alternate modes of employment in this sub-clause may be entered into provided they are done so by agreement between the employer and the employee and in writing:

(i) Fixed Term Employment

A person employed on fixed hours, excluding overtime, for a specified period (or in the case of Maternity Leave coverage, for a specified purpose) not exceeding 12 months.

(ii) Temporary Employment

A person employed on hours which may or may not be fixed for a period not exceeding three months.

(iii) For the purposes of sub-clauses (c)(i) and (c)(ii) of this clause should the employment duration limitation be exceeded or should the employee be re-engaged within a period of time equal to an employees allowable period of absence from employment as defined, the employee shall be deemed to have been originally employed on a permanent basis as provided for in sub-clauses (a) and (b) of this clause.

(iv) The rate of pay and conditions for employees engaged pursuant to sub-clauses (c)(i) and (c)(ii) of this clause shall be those provided for in sub-clause (b) of this clause regardless of the number of hours work with the exception of the period of notice which for employees engaged pursuant to sub-clause (c)(ii) of this clause shall be one week.

(v) For the purpose of sub-clause (c)(iii) of this clause, an employees allowable period of absence from employment shall be defined as five weeks in addition to the total period of paid annual leave which the employee actually receives on termination or for which he is paid in lieu.

(vi) This sub-clause shall apply only to persons employed pursuant to Parts 2,3,4 and 5 of this Award.

(d) Casual Employees

(i) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified under sub-clauses (a),(b),(c)(i) and (c)(ii) of this clause.

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- (ii) A casual employee shall be paid for all work done on weekdays an amount equal to one-thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 25 per cent and for all work done on Saturday, Sundays and public holidays an amount equal to one-thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 75 per cent.
- (iii) In addition a casual employee shall be entitled to receive the appropriate Uniform and other allowances contained in this Award.
- (iv) The provisions of Part 6 Clause 29 (Termination of Service), 15 (Annual Leave), 16 (Sick Leave), 18 (Long Service Leave), 17 (Compassionate Leave) shall not apply in the case of a casual employee.
- (v) This sub-clause shall apply only to persons employed pursuant to Parts 2,3,4 and 5 of this Award.

(e) Limited Tenure

By written agreement with the Secretary of the Australian Health Professionals Association an employer may employ a new graduate from any of the professions covered by this Award (except MIT, NMT, RTT) for a period of twelve months at which time they will be terminated unless they successfully apply for a new position with the employer in which case they will no longer be employed pursuant to this sub-clause. A new graduate will be deemed to be someone has successfully completed their academic studies in the twelve months prior to commencing limited tenure employment.

All other conditions of this Award shall apply.

6. PAYMENT OF WAGES

Wages shall be paid not later than Thursday following the end of the pay period. On or prior to the pay day the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions there from, and the net amount being paid to him.

7. MEAL INTERVAL

- (a) A meal interval of not more than 60 minutes shall be allowed during each rostered period of duty (Monday to Friday inclusive) to employees other than those working shift duty which shall not be counted as time worked.
- (b) A meal interval of not more than 30 minutes per shift shall be allowed whenever possible for employees rostered for shift duty and shall be counted as time worked whether or not the meal interval is taken.

## 8. REST PERIOD

At a time suitable to the employer 2 rest period each of 10 minutes shall be given to each employee during each 8-hour period of duty and shall be counted as time worked.

## 9. DUTY ROSTER

A roster setting out hours of duty, "On Call" requirements, meal times, commencing times, finishing times, weekend duty, night duty and other such duty where applicable and as prescribed by the employer within the provisions of this Award shall be kept posted in some readily accessible section of the building for viewing by persons thereat employed and subject to this Award. The roster shall be posted at least 3 days prior to becoming effective. It shall only be altered on account of sickness or other pressing emergency.

## 10. OVERTIME

A hospital may require an employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement.

Only authorised overtime shall be paid for and the following rates of overtime shall apply:

- (a) In excess of ordinary hours work on any one day - time and a half for the first two hours and double time thereafter.
- (b) Outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
- (c) Outside a spread of ten hours from the commencement of work by an employee rostered to work broken shifts - time and a half; and outside a spread of twelve hours - double time.
- (d) In the event of an employee being recalled to duty for any period during an off-duty period such employee shall be paid from the time of receiving the recall until the time of returning to the place from which he was recalled with a minimum of two hours payment for each recall, at the following rates:
  - (i) Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and half.
  - (ii) Outside a spread of twelve hours from the commencement of the last period of ordinary duty - double time.
- (e) By mutual agreement with the employer, an employee shall be allowed to take time off in lieu of overtime.

Notwithstanding anything contained in Clause 28 any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the employer. Such overtime or shift duty



shall be subject to the rates and/or allowances provided for elsewhere in this Award.

11. SPECIAL RATES FOR SATURDAYS AND SUNDAYS

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday shall be paid for at the rate of time and a half.
- (b) All rostered time of ordinary duty performed between midnight on Saturday and midnight on Sunday shall be paid for at the rate of time and a half.
- (c) Where Saturday or Sunday duties are required to be carried out in excess of the week's work such duties are to be paid at the rate of double time.
- (d) Any re-call to duty on a Saturday or Sunday shall be paid in accordance with sub-clause 10(d).
- (e) By mutual agreement with the employer an employee shall be allowed to take time off in lieu of overtime.

12. SHIFT ALLOWANCES

In addition to any other rates prescribed elsewhere in this Award an employee whose rostered hours of ordinary duty finish between 6 p.m. and 8 a.m. or commence between 6 p.m. and 6.30 a.m. shall be paid an amount equal to 2½ per cent of the rate applicable to first year of experience after qualifications for that employee per rostered period of duty.

Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5 a.m. he shall be paid for any such period of duty an amount equal to 4 per cent of the rate applicable to the first year of experience after qualification for that employee, and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty he shall be paid for any such period of duty an amount equal to 5 per cent of the rate applicable to first year of experience after qualification for that employee. "Permanently working" shall mean working for any period in excess of four consecutive weeks.

Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that the first he shall be paid an amount equal to 4 per cent of the rate applicable to first year of experience after qualification for that employee on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent being disregarded.

13. ON CALL ALLOWANCE

An "on call" allowance of two and a half per cent of the rate for orthotist/prosthetist Grade 1 Year 2 shall be paid to an employee in respect to any 24 hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

The allowance shall be 5 per cent in respect to any other 24 hour period or part thereof or any public holiday or part thereof.

When re-call work is necessary it should be so arranged that employees have at least eight consecutive hours off duty between midnight and the commencement of the next period of ordinary duty.

An employee who works so much re-call between midnight and the commencement of his next succeeding rostered period of duty, that he would not have at least eight consecutive hours off duty between those times, shall, subject to this sub-clause, be released after completion of such re-call worked until he has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

If on the instructions of his employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at the rate of double time until he is released from duty for such rest period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. If an employee resumes work of his or her own volition overtime will be computed in terms of Clause 10. An employee whom resumes work voluntarily shall be entitled without loss of pay to attend to ablution and sustenance matters.

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## PUBLIC HOLIDAYS

- (a) Employees shall be entitled to the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday (Easter Eve), Easter Monday, Labour Day, Anzac Day, Queen's Birthday, the first Tuesday in November, Christmas Day and Boxing Day, but if any other day be by Act of Parliament or Proclamation (an in respect of the first Tuesday in November by consent of the employer, in the case of one or more employees) substituted for any of these holidays employees shall be entitled to the days so substituted.

Provided that employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

- (b) If an employee works on any of such holidays or such holiday occurs on his or her rostered day off he or she shall be paid at the ordinary time rate of pay for the time so worked, in addition to which he or she shall be entitled to receive:
- (1) within 4 weeks following the date on which such holiday occurred;

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- (i) one and a half extra day's pay; or
  - (ii) one and a half days off in lieu thereof of which at least seven days' notice shall be given; or
  - (2) one and a half days shall be added to his or her annual leave; or
  - (3) in the case of an employee not qualifying for annual leave and where neither of the provisions of placitum (1) hereof have been applied the one and a half days' pay shall be added to the payment in lieu of annual leave; and
  - (4) one and a half times the ordinary time rate of pay for any work done in excess of 8 hours.
- (c) In respect of Easter Saturday an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to his annual leave.
- (d) Notwithstanding the earlier provisions of this clause a Weekend worker (as defined in Part 6 Clause 15) who works on any of the holidays set out in sub-clause (a) of this clause shall be entitled (in lieu of any entitlement under sub-clause (b) of this clause) to one and a half extra days' pay on the first pay day following the end of the pay period during which the holiday falls.
- If, at the end of the yearly period in respect of which his annual leave accrues such Weekend worker does not become entitled to additional leave under Part 6 Clause 15 he shall, at the option of the employer, be entitled to one a half extra days' pay or one and a half extra days' annual leave for each such holiday on which he was rostered off.
- (e) Where an employee's accrued day off falls on any such public holiday, a substitute day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four-week cycle where practical.
- (f) Notwithstanding the provisions of sub-clause (b) hereof, with the exception of Easter Saturday, an employee who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless he or she is required to work on any such public holiday

15. ANNUAL LEAVE

- (a) Period of Leave

An employee who has been in the service of the same employer for a period of not less than twelve months shall be granted three weeks' leave without deduction of pay in respect of an annual holiday taken prior to 1 January 1975, and in respect of annual holidays falling due and taken on or after 1 January 1975, to 152 hours leave on ordinary pay.

(b) Annual Leave Exclusive of Public Holidays

The annual leave prescribed in sub-clause (a) hereof shall be exclusive of any of the holidays prescribed by Part 6 Clause 14 hereof and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

(c) Leave to be Taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clause (g) hereof payment shall not be made or accepted in lieu of annual leave.

(d) Time of Taking Leave

Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

(e) Leave Allowed Before Due Date

An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted and the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay under sub-clause (g) hereof the employer shall not be liable to make any payment to the employee under sub-clause (g) hereof and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

(f) Payment for Period of Leave

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Each employee before going on leave shall be paid for the period of such leave provided the period is not less than one week.

(g) Proportionate Leave

Where the employment of any employee is terminated at the end of a period of employment of less than twelve months the employer shall forthwith pay to the employee, in addition to all other amounts due to him, an amount equal to 3/49ths of his ordinary pay for that period of employment prior to 1 January 1974, and an amount equal to 4/48ths of his ordinary pay for that period thereafter.

(h) Weekend Worker

(i) For the purposes of this Award "Weekend Worker" shall mean any employee who in any one year of employment works portion of his ordinary hours on a Weekend.

(ii) A Weekend Worker who works on ten or more Weekends during the yearly period in respect of which his leave accrues shall be allowed one week's leave additional to the leave hereinbefore prescribed.

(iii) Paragraphs (i) and (ii) of this sub-clause shall not apply to any Weekend on which the employee works 4 hours or less.

(i) Annual Leave Loading

A loading of 17.50 percent shall be paid at the time annual leave is taken; provided that the maximum allowance payable in respect of the period of four weeks or a proportionate amount in respect of any lesser period or periods shall be determined from time to time by the Victorian Public Service Board in respect of its officers or employees. Loading calculated according to this sub-clause shall be payable on proportionate leave calculated according to this sub-clause.

(j) Sickness During Annual Leave

Where an employee becomes sick whilst on annual leave for a period of not less than five days on which he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in this certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his annual leave entitlement.

16. SICK LEAVE

(a) In the event of an employee becoming sick and unfit for duty and such sickness is not due to misconduct, he or she will be

entitled to sick leave on full pay (subject to the conditions and limitations as laid down in sub-clause (c)) as follows:

- (1) During the 1st year of service 7 hours 36 minutes for each month of service.
- (2) During the 2nd, 3rd and 4th year of service 106 hours 24 minutes in each year.
- (3) Thereafter 159 hours 36 minutes in each year.

Provided that such illness is certified by a legally qualified medical practitioner approved by the employer or is evidenced by the production of a statutory declaration signed by the employee and such certificate or statutory declaration is tendered to the employer within 48 hours of the commencement of such absence.

- (b) An employee who claims to be allowed sick leave for one day only may be absent through sickness without furnishing evidence of such sickness on not more than three occasions in any one year.
- (c) An employee shall be entitled to the benefits in sub-clauses (a) and (b) hereof, subject to the following conditions and limitations:

- (1) The employee shall, at least 2 hours before his or her time rostered to commence duty on the first day of absence, inform the employer of his or her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (2) Prove to the satisfaction of the employer that he or she was unable, on account of the injury or illness, to notify the employer as required under part (1) hereof.

Provided that employees rostered for duty prior to 10.00 a.m. on the first day of such absence, shall not be required to give such notice before 8.00 a.m.

- (d) Cumulative Sick Leave

If the full period of sick leave as prescribed in sub-clause (a) hereof is not taken in any year, such portion as is not taken shall be cumulative from year to year. For the purpose of this sub-clause service prior to 1 July 1948 shall be disregarded.

- (e) Accumulated sick leave shall be transferable within the field of employment in hospitals (registered pursuant to the Hospitals and Charities Act 1958 and any amendments thereto) or the Cancer Institute (constituted under the Cancer Act 1958). Provided that an employee shall, within two weeks of commencing employment, make a written declaration or produce a written

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statement acceptable to the employer as to what sick leave has been taken during the period of his previous employment.

- (f) An employee who contracts an infectious disease in the course of his or her duties and who is entitled to receive Workers Compensation therefor, he or she shall have any difference between Workers Compensation and his or her ordinary salary made up by the Institution up to but not exceeding 3 months. An employee who contracts an infectious disease in the course of his or her duties and having same certified to by the Medical Superintendent or by a Medical Practitioner approved by the Institution (and who is not entitled to receive Workers Compensation) shall receive full pay during the necessary period off duty up to but not exceeding 3 months. Sick pay granted under this sub-clause shall not be debited against any sick leave which the employee may have become entitled to under the preceding sub-clauses.
- (g) All sick leave accrued to the date of this Award shall be deemed to be accumulated and transferable as in sub-clause (a) hereof.
- (h) For the purpose of this clause a working day shall be one of 7 hours 36 minutes.
- (i) Provided that all sick leave entitlement will be reduced by 5% to reflect the introduction of reduced hours as from the appropriate date of such introduction.

17. COMPASSIONATE LEAVE

An employee shall on notice be entitled -

- (a) on the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law or father-in-law, grand-parent, grand-child or next of kin;
- (b) on the death only outside Australia of a wife, husband, mother, father, sister, brother, child or next of kin - to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Proof of such death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of his employer;

Provided that the aggregate of all leave taken in any year pursuant to this clause shall not exceed the number of hours worked by the employee in four ordinary days' work. Provided further that this clause shall have no effect while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

## 18. LONG SERVICE LEAVE

## A. Entitlement

- (1) An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (2) Subject to sub-clause (3) hereof the amount of such entitlement shall be:
  - (a) On the completion by the employee of fifteen years' continuous service - six months long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service.
  - (b) In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by death of the employee, an amount of long service leave equal to one-thirtieth of the period of his service since the last accrual of entitlement to long service leave under paragraph (a) of this sub-clause.
  - (c) In the case of an employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.
- (3) For the purpose of determining the entitlement of any male employee under any provisions of this clause in respect of a period of employment beginning before 31 December 1964, and ending after the said date, so much of that service as was completed before the said date shall be reduced by one-quarter.
- (4) Long Service Leave - Transitional Provision

With respect to Qualified Social Workers (as defined) in hospitals the rate of accrual of the long service leave entitlement set out in the Long Service Leave clause of the Award shall apply prospectively from the beginning of the first pay period to commence on or after 24 December 1991 for public hospitals and on and from 13 January 1992 for private hospitals.

Nothing in this clause shall be deemed or construed to reduce the entitlement of any employee below that level accorded to them prior to 24 December 1991 for public hospitals and 13 January 1992 for private hospitals.



## B. Service Entitling to Leave

- (1) Subject to this sub-clause the service of an employee of an Institution or Statutory Body shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by sub-clause (A) hereof.
- (2) Subject to this sub-clause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (3) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months' duration shall be disregarded.
- (4) Where a business is transmitted from one employer (the transmitter) to another employer (the transmittee) an employee who worked with the transmitter and who continues in the service of the transmittee shall be entitled to count his service with the transmitter as service with the transmittee for the purposes of this clause.
- (5) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
  - (a) the taking of any annual leave or long service leave;
  - (b) any absence from work of not more than fourteen days in any year of on account of illness or injury or if applicable such longer period as provided in Part 6 Clause 16 (Sick Leave) of the Award;
  - (c) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (d) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under Part 6 Clause 34 (Accident Pay) of this Award;
  - (e) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;

- (f) any interruption arising directly or indirectly from an industrial dispute;
- (g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the employee's allowable period of absence from employment.

An employees' allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the employee actually receives on termination or for which he is paid in lieu;

- (h) the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
- (i) any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
- (j) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his employment not covered by paragraph (d) of this sub-clause.

(6) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in paragraphs (a) to (e) of the last preceding sub-clause shall be counted as part of the period of his service, but any interruption or absence of a kind mentioned in paragraphs (f) to (j) of the said sub-clause shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

(7) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned. A certificate in the following form shall constitute acceptable proof.

Certificate of Service

.....(Name of Institution)  
 .....(Date)  
 This is to certify that..... (Name of Employee)  
 has been employed by this institution/society/board for a period of  
 ..... (years/months/etc)  
 from ..... (dates) to .....  
 Specify hereunder full details of paid or unpaid leave or absences  
 including periods represented by payment made in lieu of leave on  
 termination:

.....  
.....  
.....

Specify hereunder full details of Long Service Leave granted during service or on termination :

.....  
.....  
.....

Signed .....Stamp of Institution

(8) Every employer shall keep or cause to be kept a long service leave record for each employee, containing particulars of service, leave taken and payments made.

C. Payments in lieu of Long Service Leave on the Death of an Employee

Where an employee who has completed at least ten years' service dies while still in the employ of the employer the employer shall pay to such employee's personal representative a sum equal to the pay of such an employee for one-thirtieth of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

D. Payment for period of leave

(1) Payment to an employee in respect of long service leave shall be made in one of the following ways:

(a) in full in advance when the employee commences his leave; or

(b) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or

(c) in any other way agreed between the employer and the employee.

(2) Where the employment of an employee is for any reason terminated before he takes any long service leave to which he is entitled or where any long service leave accrues to an employee pursuant to sub-clause A(2)(b) hereof the employee shall subject to the provisions of sub-clause D(3) be entitled to pay in respect of such leave as at the date of termination of employment.

(3) (a) Where any long service leave accrues to an employee pursuant to sub-clause A(2)(c) hereof the employee shall be entitled to pay in respect

of such leave as at the date of termination of employment.

(b) Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to sub-clause A(2)(c) hereof and who intends to be re-employed by another Institution or Statutory Body:

(i) Such an employee may in writing request payment in respect of such leave to be deferred until after the expiry of the employees' allowable period of absence from employment provided in sub-clause B(5)(g).

(ii) Except where the employee gives the employer notice in writing that the employee has been employed by another Institution or Statutory Body the employer shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment.

(iii) Where the employee gives the employer notice in writing that the employee has been employed by another Institution or Statutory Body the employer is no longer required to make payment to the employee in respect of such leave.

(4) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

#### E. Taking of Leave

(1) When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the Conciliation and Arbitration Board: provided that no such determination shall require such leave to commence before the expiry of six (6) months from the date of such determination.

(2) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

(3) If the employer and an employee so agree:

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- (a) the first six months long service leave to which an employee becomes entitled under this Award may be taken in two or three separate periods; and
  - (b) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods but save as aforesaid long service leave shall be taken in one period.
- (4)
- (a) An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years' service.
  - (b) Where the employment of an employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

F. Definitions

For the purpose of this clause the following definitions apply:

"Pay" means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in Part 6 Clause 1 hereof at the time the leave is taken or (if he dies before the completion of leave so taken) as at the time of his death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to an employee during his period of leave and where a deduction is made for the rental thereof pursuant to Part 6 Clause 23 hereof, such amount shall be deducted from the pay for the period of leave.

"Month" shall mean a Calendar Month.

"Institution" shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the Hospitals and Charities Act 1958 or the Cancer Institute constituted under the Cancer Act 1958.

"Statutory Body" means the Hospital and Charities Commission (Vic.) The Health Commission of Victoria and/or the Victorian Nursing Council.

"Transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

19. EXAMINATION LEAVE

- (a) Qualified employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications as approved from time to time by the respective ethical bodies representing the individual employee.
- (b) The amount of leave to be granted shall be such as to allow the employee to proceed to the place of examination and in addition allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.
- (c) Any leave granted under the provisions of this clause shall be exempt from and in addition to the provisions of the "Annual Leave" clause of this Award.

20. TELEPHONE ALLOWANCE

Where the employer requires an employee to install and or maintain a telephone for the purposes of being on call the employer shall refund the installation costs and the subsequent six monthly rental charges on production of receipted accounts.

21. TRAVELLING ALLOWANCE

- (a) Should an employee be required to use his vehicle for transport from home to place of work and return outside of normal hours, the employee is to receive such allowance corresponding with the mileage rates as determined from time to time by the Victorian Public Service Gazette with a minimum payment of \$1.00 for each occasion of such use.
- (b) Any employee who is recalled to the employer's premises for any purpose shall be provided with transport (i.e. taxi or hire car) for the outward and return journeys at the employee's request, the employee shall not be responsible for the payment of such transport.
- (c) Where an employee is required to travel during normal working hours on hospital business he shall be provided with transport and the employee shall not be responsible for the payment of such transport.
- (d) Notwithstanding anything contained in sub-clause (c) of this clause, where a hospital does not provide transport and an employee agrees to use his vehicle during normal working hours on hospital business, the employee is to receive such an allowance corresponding with the mileage rates as determined from time to time by the Victorian Public Service Board, and published in the Victorian Public Service Gazette with a minimum payment of \$1.00 for each occasion of use.

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- (e) Any approved fares incurred by an employee in the performance of his duty shall be re-imbursed by the employer.

22. MEAL ALLOWANCE

An employee shall either be supplied with a meal or be paid an allowance of \$7.28:

- (a) When overtime in excess of one hour is worked after the usual time of ceasing work for the day.
- (b) When recalled to duty outside of usual working hours for a period in excess of two hours, and when the time of such recall coincides with or over-runs normal hospital meal time.

23. DEDUCTION FOR BOARD AND LODGING

Where the employer provides board and lodging, the wage rates prescribed in this Award shall be reduced by the following amounts per week:

Trainees and Juniors	\$ 10.20
Others	23.10
Self-contained furnished accommodation	35.40

and, except where the employee buys his or her meals at ruling cafeteria rates, by an additional amount of \$14.80.

Where board and lodging is provided laundry shall also be provided free of charge or full and adequate facilities for washing and ironing shall be provided.

24. HIGHER DUTIES ALLOWANCE

An employee who is authorised to assume the duties of another employee on a higher classification under this Award for a period of five or more consecutive working days shall be paid for the period for which he assumed such duties, at not less than the minimum rate prescribed for the classification applying to the employee so relieved.

25. UNIFORMS

- (a) Each employer shall have made available at the employer's expense an adequate number of suitable uniforms for each employee, the responsibility for laundering and maintenance of which rests with the employer and is at the employer's expense.
- (b) Notwithstanding sub-clause (a) of this clause the employer may, by agreement with the employee pay an allowance of \$4.40 per week or 88 cents a day when the employee is expected to provide his or her own uniforms or coats. When such employee's uniforms or coats are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance of 21 cents per day or \$1.06 cents per week.

## 26. DAMAGED CLOTHING

Where an employee, in the course of his employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects that provided immediate notification is given of such damage or soiling.

This clause shall not apply in a case where the damage or soiling is occasioned by the negligence of the employee.

## 27. DRESSING ROOMS.&amp;c

Dressing rooms, rest rooms, bathrooms or shower rooms and lunch rooms shall be provided for employees.

## 28. TRAINEE SUPERVISION

Trainees, with the exception of those in their final year of training shall not be required to work at any time without supervision of a qualified person of the discipline concerned within the area of the establishment where the trainee is working.

## 29. TERMINATION OF SERVICES

- (a) In termination of employment, 4 weeks' written notice shall be given by the employee or the employer or 4 weeks' wages paid or forfeited as the case may be.

This shall not affect the right of the employer to dismiss any employee without notice for serious and wilful misconduct. In such cases wages shall be paid only up to the time of dismissal.

- (b) Where the system of working provides for the taking of accrued days off and an employee's employment is terminated -
- (i) and one or more A.D.O.'s have been granted in advance, or an A.D.O. has been taken during the work cycle in which the employee is terminated, the wages due to that employee shall be reduced by the total of A.D.O.'s taken in advance, and/or the total unaccrued portion of the A.D.O. granted in that work cycle as the case may be;
  - (ii) and an employee has not worked a complete twenty-day four-week or five-week cycle, he shall receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.

## 30. INTERVIEWS AND TIME BOOK AND WAGES RECORDS

- (a) During working hours employees of any establishment subject to this Award may, with the consent of the person in charge of such establishment (which consent shall not be unreasonably



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withheld) be interviewed by an accredited representative of the Australian Health Professionals Association.

- (b) Every employer shall provide and cause to be kept a time book and wages record in which each employee shall daily enter his or her starting and finishing times. Such time book or other record shall be available for inspection to the Secretary or other accredited representative of the Australian Health Professionals Association.

31. WITHOUT PREJUDICE

Nothing in this Award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him prior to the date of operation of this Award.

32. SUMMERTIME

Notwithstanding anything contained elsewhere in this Award, where by reason of legislation summer time is prescribed as being in advance of the standard time, the length of any shift -

- (i) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
- (ii) commencing on or before the time prescribed pursuant to such legislation for the termination of a summer time period - shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

In this clause the expressions "standard time" and "summer time" shall bear the same meanings as are prescribed by legislation, and "legislation" shall mean the Summer Time Act 1972 as amended or as substituted.

33. CONFERENCE OR STUDY LEAVE

Special leave for study or conference is a matter for the hospital to determine.

34. ACCIDENT PAY

A. Definitions

The words hereunder shall bear the respective definitions set out herein:

- (a) Accident Pay
- (i) Total incapacity

In the case of an employee who is deemed to be totally incapacitated within the meaning of the

Workers Compensation Act (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 9.1(b)(i) of the Act for the week in question and the total 38 hour weekly rate and weekly over award payment for a day worker which would have been payable under this Award for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial Incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Workers Compensation Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 9.1(b)(ii) of the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over award payment for a day worker which would have been payable under this Award for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments. The total 38 hour weekly Award rate and weekly over award payment above-mentioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this Section and subsequently such payment is reduced pursuant to Section 9.6(1) of the Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(iii) For purposes of the calculation of the total 38 hour weekly Award rate and weekly over award payment in paragraphs (i) and (ii) herein payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus

scheme or however titled) shall not be taken into account.

(iv) Payment for Part of a Week

Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata.

(b) Injury

Injury shall be given the same meaning and application as applying under the Workers Compensation Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(c) Workers Compensation Act

Means Workers Compensation Act 1958, as amended from time to time, of the State of Victoria. Where an entitlement to Accident Make-up Pay arises under this Award any reference to the Workers Compensation Act 1958 shall be deemed to include a reference to the Accident Compensation Act 1985 and any reference to the Accident Compensation Act 1985 shall be deemed to include a reference to the Workers Compensation Act 1958.

B. Qualifications for Payment

Always subject to the terms of this clause, an employee covered by this Award shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by his employer who is liable to pay compensation under the Act, which said liability by the employer for Accident Pay may be discharged by another person on his behalf provided that:

- (a) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom he was employed at the time of the incapacity and then only for such period as he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from his employer but such alternative employment is available with another employer then the relevant amount of accident pay will still be payable.

Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee. In order to qualify for the continuance of accident pay on termination an employee shall if required provide

evidence to his employer of the continuing payment of weekly workers compensation payments.

- (b) (i) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to sub-clause (C) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (ii) Provided that as to industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the Act) such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (c) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive Workers' Compensation therefor shall receive Accident Pay from the first day of incapacity.
- (d) An employee on engagement may be required to declare all Workers' Compensation claims made in the previous 5 years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit his entitlement to accident pay under this clause.

C. Maximum Period of Payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in sub-clause (b) of Clause A.

D. Absences another Paid Leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

E. Notice of Injury

An employee upon receiving an injury for which he claims to be entitled to receive accident pay shall give notice in writing of the said injury to his employer as soon as reasonable practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.

F. Medical Examination

In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

#### G. Cessation of Weekly Payments

Where there is a cessation or redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

#### H. Civil Damages Claim

- (a) An employee receiving or who has received accident pay shall advise his employer of any action he may institute or any claim he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer too a charge upon any money payable pursuant to any judgment or settlement on that injury.
- (b) Where an employee obtains a judgment or settlement for damages in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgment or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from that date of such judgement or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

#### I. Insurance Against Liability

Nothing in this Award shall require an employer to insure against his liability for accident pay.

J. Variations in Compensation Rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

K. Death of an Employee

All rights to accident pay shall cease on the death on an employee.

L. Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 November 1975.

35. JURY SERVICE

An employee on weekly hiring, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service.

Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

36. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(A) MATERNITY LEAVE

(1) Nature of Leave

Maternity leave is unpaid leave.

(2) Definitions

For the purposes of this subclause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

- (b) "Paternity leave" means leave of the type provided for in sub-clause (B) whether prescribed in an award or otherwise.
- (c) "Child" means a child of the employee under the age of one year.
- (d) "Spouse" includes a de facto or a former spouse.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the award.

(3) Eligibility for Maternity Leave

An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave except for employees in the Public Sector (i.e. employees covered by sub-clause 2(q) of Award No. 4 of 1987) where 12 months' continuous service shall include previous service in this sector where such service has counted for the purposes of Long Service Leave accrual.

(4) Certification

At the time specified in paragraph (5) the employee must produce to her employer:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

- (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(5) Notice Requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in sub-paragraph 4(a).
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce for her employer the statutory declaration referred to in sub-paragraph 4(b).
- (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with sub-paragraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(6) Transfer to a Safe Job

Where, in the opinion of a registered medical practitioner, illness or risk arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.

(7) Variation of Period of Maternity Leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
  - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14



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days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(8) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee than on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(9) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.

- (c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(10) Maternity Leave and Other Leave Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(11) Effect of Maternity Leave on Employment

Subject to this sub-clause, notwithstanding any award or other provision of the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(12) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(13) Return to Work After Maternity Leave

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- (a) An employer shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by sub-paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(14) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this sub-clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.

(B) PATERNITY LEAVE

(1) Nature of Leave

Paternity leave is unpaid leave.

(2) Definitions

For the purposes of this sub-clause:

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- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Maternity Leave" means leave of the type provided for in sub-clause (A) (and includes special maternity leave) whether prescribed in an award or otherwise.
- (c) "Child" means a child of the employee or the employee's spouse under the age of one year.
- (d) "Spouse" includes a de facto or a former spouse.
- (e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the award.

(3) Eligibility for Paternity Leave

A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse,
- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave except for employees in the Public Sector (ie employees covered by Clause 2(q) of Award No 4 of 1987) where 12 months continuous service shall include previous service in this sector where such service has counted for the purpose of Long Service Leave Accrual.

(4) Certification

At the time specified in paragraph (5) the employee must produce to his employer:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (b) in relation to any period to be taken under sub-paragraph (3)(b) hereof, a statutory declaration stating:
  - (i) he will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(5) Notice Requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in sub-paragraph (a) hereof if such failure is due to:
  - (i) the birth occurring earlier than the expected date; or
  - (ii) the death of the mother of the child; or
  - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.

(6) Variation of Period of Paternity Leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
  - (i) the period of paternity leave provided by sub-paragraph (3)(b) may be lengthened once only

by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of paternity leave taken under sub-paragraph (3)(b) hereof may, with the consent to the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(7) Cancellation of Paternity Leave

Paternity leave, applied for under sub-paragraph (3)(b) hereof, but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(8) Paternity Leave and Other Leave Entitlements

(a) Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the employee is entitled under paragraph (3) therefore, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(9) Effect of Paternity Leave on Employment

Subject to this sub-clause, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(10) Termination of Employment

(a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice give in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(11) Return to Work After Paternity Leave

67.

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by sub-paragraph (3)(b) hereof.
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by sub-paragraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

(12) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this sub-clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.

(C) ADOPTION LEAVE

(1) Nature of Leave

Adoption leave is unpaid leave.

(2) Definitions

For the purposes of this sub-clause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Child" means a person under the age of five years who is placed with the employee for the purposes of

adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

- (c) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage.)
- (d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
- (e) "Spouse" includes a de facto spouse.
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
  - (i) any period of leave taken in accordance with this clause;
  - (ii) any period of part-time employment worked in accordance with this clause; or
  - (iii) any period of leave or absence authorised by the employer or by the award.

### (3) Eligibility

An employee, upon production to the employer of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
  - (i) any period of leave taken pursuant to sub-paragraph (a) hereof; and
  - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in



either case except for employees in the Public Sector (i.e; employees covered by sub-clause 2(q) of Award No. 4 of 1987) where 12 months' continuous service shall include previous service in this sector where such service has counted for the purposes of Long Service Leave accrual.

(4) Certification

Before taking adoption leave the employee must produce to the employer:

- (a) (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- (ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under sub-paragraph (3)(b) hereof, a statutory declaration stating:
  - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(5) Notice Requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under sub-paragraph (3)(a) hereof.
  - (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under sub-paragraph (3)(b) hereof, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
  - (e) An employee shall not be in breach of this sub-clause, as a consequence of failure to give the stipulated period of notice in accordance with sub-paragraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.
- (6) Variation of Period of Adoption Leave
- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
    - (i) the period of leave taken under sub-paragraph (3)(b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
    - (ii) the period may be further lengthened by agreement between the employer and the employee.
  - (b) The period of adoption leave taken under sub-paragraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (7) Cancellation of Adoption Leave
- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
  - (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.
- (8) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(9) Adoption Leave and Other Entitlements

- (a) Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

(10) Effect of Adoption Leave on Employment

Subject to this sub-clause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(11) Termination of Employment

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(12) Return to Work After Adoption Leave

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of adoption leave provided by sub-paragraph (3)(b) hereof.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

(13) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this sub-clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.

(D) PART-TIME WORK

(1) Definitions

For the purposes of this sub-clause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Spouse" includes a de facto or a former spouse.
- (d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this sub-clause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:

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- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the award.

(2) Entitlement

With the agreement of the employer:

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(3) Return to Former Position

- (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in sub-paragraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(4) Effect of Part-Time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(5) Pro-rata Entitlements

Subject to the provisions of this sub-clause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this award.

(6) Transitional Arrangements - Annual Leave

- (a) An employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.
- (b) (i) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- (ii) Provided that, by agreement between the employer and the employee, the period over which over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(7) Transition Arrangements - Sick Leave

An employee working part-time under this sub-clause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited from the ordinary hours that the employee would have worked during the period of absence.

(8) Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this sub-clause the employee and the employer shall agree:
  - (i) that the employee may work part-time;
  - (ii) upon the hours to be worked by the employee, the days upon which they will worked and commencing times for the work;
  - (iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(d) The terms of this agreement shall apply to the part-time employment.

(9) Termination of Employment

(a) The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(10) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (8).

(11) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(12) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(a) limiting the number of employees who may work part-time;

- (b) establishing quotas as to the ratio of part-time to full-time employees;
- (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

## (13) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause.
- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this sub-clause apply to the part-time employment of replacement employee.
- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of sub-paragraph (1)(e) hereof.
- (e) Nothing in this sub-clause shall be construed as requiring an employer to engage a replacement employee.

## 37A.

## OCCUPATIONAL SUPERANNUATION

- (a) This clause shall be binding on the employers listed in Schedule A and Schedule B insofar as those employers are not contributors to Hospitals Superannuation Board Fund in respect to all employees.

## (b) Definitions

For the purpose of this clause the following definitions shall apply:

- (i) "The approved fund". For the purposes of this Award all reference to "the approved fund" shall mean:
  - (1) The Health Employees Superannuation Trust Australia (H.E.S.T.A.) established and governed by a Trust Deed dated 30 July 1987 as may be amended from time to time, and includes a superannuation scheme which may be made in succession thereto.



- (2) Any other fund as agreed between the parties provided such fund is approved by the Occupational Superannuation Commissioner as conforming to the Commonwealth Government's Operational Standards for Occupational Superannuation Funds.
- (ii) "Employer" means a hospital, nursing home or other body appearing in Schedule A or B.
- (iii) "Employee" means a person employed by a hospital, nursing home or other body set out in Schedule A or B, and who is covered by the jurisdiction of this Award excluding those persons for whom an employer is making a 3 per cent contribution to Hospital Superannuation Board Fund.
- (iv) "Contractor" means a body supplying labour and/or other services which fulfil all or part of the practices usually performed by hospitals, nursing homes or other bodies whose employees are engaged on the hospital, nursing home or other bodies premises in accordance with a contract, the term of which exceeds the qualifying period (as defined).
- (v) "Agency" means is a registered body employing labour which is supplied to a hospital, nursing home or other body on a short-term basis, that is, a period less than the qualifying period (as defined).
- (vi) "Intermittent employee" means an employee who is engaged on a recurring basis in relieving work or work of a casual nature and whose continuous employment does not exceed the qualifying period (as defined) in any such engagement.
- (vii) "Ordinary pay" means remuneration for a worker's weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:
- (a) The cash value of any deduction for Board and Lodging.
  - (b) Overaward payments for ordinary hours of work.
  - (c) Shift work premiums.
  - (d) Saturday and Sunday premiums, where they are a part of regular work.
  - (e) Leading Hand Allowance
  - (f) Supplementary payment
  - (g) Service Grant

(h) Tool Allowance. (Where it is paid as part of regular work.)

(viii) "Qualifying period" means four consecutive weeks of time worked from the date of engagement in any period of employment.

(c) Contributions - (Schedule A Employers)

With effect from the first full pay period commencing on or after 1 July 1988, the employer shall pay at least monthly to the trustees of the approved fund on behalf of each employee who is a member of the approved fund a contribution at the rate of 1.5 and with effect from the first full pay period commencing on or after 1 January 1989 the employer shall pay at least monthly to the trustees of the approved fund on behalf of each employee who is a member of the approved fund a contribution at the rate of 3 per cent of ordinary pay.

Where an employee employed by an employer listed in Schedule A indicates to the employer in writing that the employee will not apply for membership of the approved fund, the employer shall-

- (i) inform the employee of the Commission's decision in Case No.242/1987; and
- (ii) give to the employee a copy of the Application for Membership of the approved fund.

In the event that the employee still refuses to join the approved fund, the employer shall advise the ACTU and the employer organisation of which the employer is a member, and the employer organisation and the ACTU shall refer the matter to the monitoring committee established under sub-clause (g) of the Award. The employer's obligation under sub-clause (c) is suspended until such time as a determination is made under sub-clause (g).

Such contribution shall be calculated on the ordinary pay received by the employee during the preceding month, provided however the employer shall not be required to contribute in respect to any agency or contractor's employees, and that no contributions shall be payable in respect of the period prior to 1 July 1988.

Contributions are to be made whilst an employee is receiving Workcare or workers compensation payments provided that the employee is receiving make "accident make up pay" under the provisions of the relevant Award.

Provided always that the employer shall not be required to contribute in respect to any period where an employee is absent from his or her employment on leave without pay.

- (d) That in respect to employers listed in Schedule B the provisions of this sub-clause shall apply with the exception

that sub-clause (c) shall have no effect and the following will apply in lieu:

Contributions- (Schedule B Employers)

- (i) With effect from the first full pay period commencing on or after 1 October 1988 the employer shall pay at least monthly to the trustees of the approved fund on behalf of each employee who is a member of the approved fund a contribution at the rate of 3 per cent of ordinary pay.

Such contribution shall be calculated on the ordinary pay received by the employee during the preceding month, provided however the employer shall not be required to contribute in respect to any agency or contractor's employees, and that no contributions shall be payable in respect of the period prior to 1 October 1988.

Contributions are to be made whilst an employee is receiving Workcare or workers compensation payments provided that the employee is receiving "accident make up pay" under the provisions of the relevant award.

Provided always that the employer shall not be required to contribute in respect to any period where an employee is absent from his or her employment on leave without pay.

All reference to Schedule A shall be read as Schedule B.

- (ii) Where an employee employed by an employer listed in Schedule B indicates to the employer in writing that the employee will not apply for membership of the approved fund, the employer shall-
- (i) inform the employee of the Commission's decision in Case No.242/1987; and
  - (ii) give to the employee a copy of the Application for Membership of the approved fund.

In the event that the employee still refuses to join the approved fund, the employer shall advise the ACTU and the employer organisation of which the employer is a member, and the employer organisation and the ACTU shall refer the matter to the monitoring committee established under sub-clause (g) of the Award. The employer's obligation under sub-clause (d) is suspended until such time as a determination is made under sub-clause (g).

(e) Intermittent Employees

Intermittent employees are exempt from the provisions of this clause.

Provided that where such employee receives from a single employer an aggregate annual payment, calculated to 30 June each year, exceeding \$3000 gross ordinary pay an annual contribution, based on sub-clause (c) or (d) of this clause as the case may be, shall be paid to the approved fund. Such calculations shall be calculated on their gross ordinary pay calculated to 30 June each year.

Where a business is transmitted from one employer (the transmittor) to another employer (the transmittee) an employee who worked with the transmittor shall be entitled to count such service with the transmittor as service with the transmittee for the purpose of this clause provided that the service occurred in the relevant twelve months period.

(f) Qualifying Period

Existing employees who have been employed for at least the qualifying period shall have the contributions paid on their behalf in accordance with the provisions of this clause.

Existing employees who have not completed the qualifying period of employment shall have superannuation contributions paid on their behalf with effect from the commencement of their employment at the expiration of the qualifying period provided that no contributions shall be payable in respect of any period prior to the dates specified in sub-clause (c) or (d) of this clause as the case may be.

All employees engaged by the employer after the date of introduction of superannuation payments shall have superannuation contributions paid to the approved fund from the commencement of employment after the expiration of the qualifying period.

(g) Monitoring

The parties shall establish a Monitoring Committee for the implementation of this clause. The Committee shall consider any matter raised with reference to this clause. The monitoring committee shall consist of one representative nominated by the ACTU and one representative nominated by the A.C.M. or the V.E.C.C.I.

Where agreement cannot be reached, the matter may be referred to the Industrial Relations Commission.

(h) No Additional Claims

Additional superannuation benefits payable under this agreement will not be reviewed and the Unions will not make any claims which would have additional cost impact on any employer unless consistent with the National/State Wage Principles and Decisions.

(i) Leave Reserved

Bank or emergency list  
 Minimum contributions  
 Agencies (Labour brokers)

Schedule "A"

Ainslie Private Hospital  
 Allendale Private Hospital  
 Barronor Private Hospital  
 Beleura Private Hospital  
 Bellbird Private Hospital  
 Bryson Private Hospital  
 Cedar Court Private Hospital  
 Chadswood Private Hospital  
 Cliveden Hill Private Hospital  
 Coonil Private Hospital  
 Dandenong Day Surgicentre  
 Dandenong Pinelodge Clinic  
 Donvale Private Hospital  
 Florence Nightingale Private Hospital  
 Hopetoun Private Hospital  
 Melbourne Endoscopy Centre  
 Mont Albert and Surrey Hills Private Hospital  
 Montclair Private Hospital  
 Nenagh Private Hospital  
 Olympia Private Hospital  
 Reservoir Private Hospital  
 Sherbourne Private Hospital  
 Trethowan Private Hospital  
 Vaucluse Private Hospital  
 Victoria House Private Hospital  
 Waverley Private Hospital  
 Batman Private Hospital  
 Camberwell Private Hospital  
 Croydon and District Private Hospital  
 Glenrest Private Hospital  
 Hartwell Private Hospital  
 Malvern Private Hospital  
 Melton Private Hospital  
 Mountain District Private Hospital  
 Preston Private Hospital  
 St.Elmo Private Hospital  
 Strathmore Private Hospital  
 Sunbury Private Hospital  
 Sunshine Private Hospital  
 Wellington Private Hospital  
 Winston Private Hospital  
 Alencon Private Hospital  
 Evancourt Private Hospital  
 Trentwood Private Hospital  
 Bellarine Private Hospital  
 Mildura Private Hospital  
 The Melbourne Clinic Peninsula Private Hospital  
 The Avenue Private Hospital  
 Bethesda Private Hospital  
 Cabrini Private Hospital

Diamond Valley Private Hospital  
 Epworth Hospital  
 Freemasons Hospital  
 Hastings and District Hospital  
 Mercy Private Hospital  
 Moreland Hall Private Hospital  
 Mornington Bush Nursing Hospital  
 Mount Alvernia Hospital (inc.)  
 Sacred Heart Hospital  
 St.Andrews Private Hospital  
 St.John of God Hospital (Ballarat)  
 St.John of God Hospital (Brighton)  
 St.John of God Hospital (Geelong)  
 St.John of God Hospital (Warrnambool)  
 St.Vincent's Private Hospital  
 Windermere Hospital Foundation Ltd.

Schedule "B"

"Bethany" Private Nursing Home  
 "Bodalla" Private Nursing Home  
 "Coronella" Retirement Village  
 "Weeroona" Private Nursing Home  
 Abalene Private Nursing Home  
 Acacia House Private Nursing Home  
 Alexandra Private Nursing Home  
 Aliceberry Private Nursing Home  
 Alimar Private Nursing Home  
 Allanvale Private Nursing Home  
 Allora Private Nursing Home  
 Amaroo Nursing Home  
 Argyll Private Nursing Home  
 Arther Preston Centre  
 Ashleigh Lodge Private Nursing Home  
 Balwyn Private Nursing Home  
 Bambra House Private Nursing Home  
 Banksia Court Private Nursing Home  
 Bambra House Private Nursing Home  
 Banksia Court Private Nursing Home  
 Baptist Village Baxter Ltd.  
 Barkly Private Nursing Home  
 Bayview Private Nursing Home  
 Belvedere Private Nursing Home  
 Benlyne Private Nursing Home  
 Bethlehem Home for the Aged Inc.  
 Blyth-Lea Private Nursing Home  
 Boronia Private Nursing Home  
 Brentwood Private Nursing Home  
 Brighton Private Nursing Home  
 Broughton Hall Private Nursing Home  
 Camberiea  
 Cambrai  
 Canterbury Private Nursing Home  
 Carinya Nursing Home  
 Carnsworth-Garoopna  
 Carrum Private Nursing Home

Charlton Bush Nursing Hospital  
 Chelsea and District Hosptial Inc.  
 Chelsea Park  
 Chelsea Private Hospital  
 Chelton Private Nursing Home  
 Christian Guest Home  
 Church of Christ Nursing Home  
 City of Doncaster/Templestowe Nursing Home  
 City of Mordialloc Nursing Home  
 Claverley Private Nursing Home  
 Coburg Private Nursing Home  
 Colton Close  
 Cranbourne  
 Creedon Lodge  
 Croyden Park Private Nursing Home  
 Culroy  
 Dalriada Private Nursing Home  
 Dandenong Private Nursing Home  
 Dandenong Valley Private Hospital  
 Darvall Lodge  
 Daughters of Charity of St.Vincent de Paul  
 Dawnville Private Nursing Home  
 Denbies Private Nursing Home  
 Duretta Private Nursing Home  
 Elanora  
 Elgar Private Nursing Home  
 Elizabeth House  
 Evangelia Private Nursing Home  
 Findon Private Nursing Home  
 Footscray Private Nursing Home  
 Footscray Society for the Aged  
 Fred Cambridge House  
 Garthowen Private Nursing Home  
 Geelong and District Private Nursing Home  
 George Vowell Centre  
 Girrawheen Community  
 Glenalwyn  
 Gleneagles  
 Glenfield House  
 Glenfollan Village for Aged People  
 Glenwood Private Nursing Home  
 Good Shepherd Nursing Home  
 Gracedale Private Nursing Home  
 Graceton  
 Greenways Private Nursing Home  
 Harcourt Nursing Home  
 Harold McCracken Nursing Home  
 Hawthorn  
 Heatherleigh Private Nursing Home  
 Hedley Sutton  
 Holmwood Private Nursing Home  
 Hurlingham  
 Inala Village  
 Jedasa House  
 Jedasa House Private Nursing Home  
 Judge Book Retirement Village

Kalimna House Private Nursing Home  
 Kalonga Private Nursing Home  
 Kambermere  
 Kanella  
 Karana  
 Karinya Nursing Home  
 Keilor Downs Private Nursing Home  
 Keith House  
 Kelaston  
 Kenilworth  
 Keswick Private Nursing Home  
 Kiama  
 Kiandra  
 Kinkora Court  
 Kirkbrae Presbyterian Home  
 Kiverton Park  
 Kulki House  
 Lakes Entrance Private Nursing Home  
 Leighton Private Nursing Home  
 Lilley Lodge  
 Linacre Private Hospital  
 Little Sister for the Poor  
 Loreto Abbey Private Nursing Home  
 Lumeah Home for the Aged  
 Lynn  
 Lynwood  
 MacLead  
 Mahogany Lodge  
 Maidstone Private Nursing Home  
 Manchester Unity I.O.O.F.  
 Marian House  
 Marillac House  
 Mayflower  
 McKinnon Private Nursing Home  
 Mentone and District Private Nursing Home  
 Merlynston  
 Mildura Homes for the Aged  
 Miranda Private Nursing Home  
 Mirridong  
 Mon Repos  
 Montefiore Homes  
 Moonee Ponds  
 Moorfields Community for Adult Care  
 Moreland  
 Mowbray House  
 Myola  
 Nazareth House (Ballarat)  
 Nazareth House (Camberwell)  
 Neerim District Soldiers Memorial Hospital Inc.  
 Newcomb  
 North Western Districts  
 Old Colonists Association of Victoria  
 Olivet Aged Persons Home  
 Osburn Lodge Private Nursing Home  
 Pembroke  
 Perpetua



Pine Dene  
 Pinedene Private Nursing Home  
 Portland  
 Preston and District Private Nursing Home  
 Princeton Private Nursing Home  
 Queenscliff Private Nursing Home  
 Rainbow Bush Nursing Hospital Inc.  
 Rangeview  
 Regent  
 Riverside  
 Rosehill Private Nursing Home  
 Rowena  
 Royal Freemasons Homes of Victoria  
 Rumbalara Nursing Home  
 Sampford  
 Sheraton  
 Siesta  
 Sorrento House Private Nursing Home  
 South Port Community Nursing Home  
 Southern Cross Homes Inc.  
 Springfield Private Nursing Home  
 Springvale  
 St.Aidans  
 St.Anne's Nursing Home  
 St.John of Kronstadt Nursing Home  
 St.Joseph's Private Nursing Home  
 St.Joseph's Tower  
 St.Judes Private Nursing Home  
 St.Lawrence Private Nursing Home  
 St.Leeor  
 St.Marks  
 St.Michaels Private Nursing Home  
 St.Peters  
 St.Raphael's Nursing Home  
 St.Vincent de Paul  
 St.Winnifreds Private Nursing Home  
 Stanleigh Lodge  
 Star of the Sea Nursing Home  
 Strathalan  
 Strathdon Community  
 Sunrise Private Nursing Home  
 Surrey Hills Private Nursing Home  
 Tabulan Nursing Home  
 Tara  
 Toora Nursing Home  
 Trewint Nursing Home  
 Villa Franca Private Nursing Home  
 Villa Madonna  
 Villa Maria Centre  
 Villa O'Neill  
 Violet Town Memorial Bush Nursing Home Inc.  
 Wagroonga Private Nursing Home  
 Warley Nursing Home Annex  
 Warringal Private Hospital  
 Wattle Glen  
 West Gate

Western Private Nursing Home  
 Westhaven  
 Wynnstay  
 Wyuna  
 Yarra Junction Hospital Inc.  
 Yasma

37B. OCCUPATIONAL SUPERANNUATION

(a) This clause shall be binding on the employers of employees covered by this Award insofar as those employers of employees are not contributors to a Victorian public sector statutory superannuation scheme as defined for the purposes of the Superannuation (Portability) Act 1989 in respect to all employees.

(b) Definitions

For the purpose of this clause the following definitions shall apply:

- (i) "The approved fund". For the purposes of this Award all reference to "the approved fund" shall mean:
- (1) The Health Employees Superannuation Trust Australia (H.E.S.T.A.) established and governed by a Trust Deed dated 30 July 1987 as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (2) Any other fund provided the area of employment under this Award is ancillary to the main business of the employer and the employer contributes 3 per cent productivity contributions on behalf of a majority of employees of the employer to a fund that complies with the Occupational Superannuation guideline's and has been approved by the Occupational Superannuation Commissioner and has been approved by an industrial tribunal. Where the other fund expresses contribution amounts in a different formula to the requirements of this Award then contributions to that fund shall be made according to the requirements of the industrial agreement pursuant to that fund; or
  - (3) Any other fund which has been agreed to by the Unions party to this Award prior to the date of operation of this clause.
- (ii) "Employer" means any person or body who employs an employee covered by the jurisdiction of this Award.
- (iii) "Employee" means a person employed by any person or body who is covered by the jurisdiction of this Award

excluding those persons for whom an employer is making a 3 per cent contribution to a Victorian public sector statutory superannuation scheme as defined for the purpose of the Superannuation (Portability) Act 1989 or contributions to a fund as described in (b)(2) or (b)(i)(3).

- (iv) "Contractor" means a body supplying labour and/or other services which fulfil all or part of the practices usually performed by employers, or other bodies whose employees are engaged on the employers or other bodies premises in accordance with a contract, the term of which exceeds the qualifying period (as defined).
- (v) "Agency" means is a registered body employing labour which is supplied to an employer or other body on a short-term basis, that is, a period less than the qualifying period (as defined).
- (vi) "Intermittent employee" means an employee who is engaged on a recurring basis in relieving work or work of a casual nature and whose continuous employment does not exceed the qualifying period (as defined) in any such engagement.
- (vii) "Ordinary pay" means remuneration for a worker's weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:
  - (a) The cash value of any deduction for Board and Lodging.
  - (b) Overaward payments for ordinary hours of work.
  - (c) Shift work premiums.
  - (d) Saturday and Sunday premiums, where they are a part of regular work.
  - (e) Leading Hand Allowance
  - (f) Supplementary payment
  - (g) Service Grant
  - (h) Tool Allowance. (Where it is paid as part of regular work).
- (viii) "Qualifying period" means four consecutive weeks of time worked from the date of engagement in any period of employment.

(c) Contributions

- (i) With effect from the first full pay period commencing on or after 1 July 1989, the employer shall pay at least

monthly to the trustees of the approved fund on behalf of each employee who is a member of the approved fund a contribution at the rate of 3 per cent of ordinary pay.

Such contribution shall be calculated on the ordinary pay received by the employee during the preceding month, provided however the employer shall not be required to contribute in respect to any agency or contractor's employees, and that no contributions shall be payable in respect of the period prior to 1 July 1989.

Contributions are to be made whilst an employee is receiving WorkCare or workers compensation payments provided that the employee is receiving "accident make up pay" under the provisions of the relevant award.

Provided always that the employer shall not be required to contribute in respect to any period where an employee is absent from his or her employment on leave without pay.

(ii) Where an employee employed by an employer indicates to the employer in writing that the employee will not apply for membership of the approved fund, the employer shall

(i) inform the employee of the Commission's decision in Case No.242/1987; and

(ii) give to the employee a copy of the Application for Membership of the approved fund. In the event that the employee still refuses to join the approved fund, the employer shall advise the ACTU and the employer organisation of which the employer is a member, and the employer organisation and the ACTU shall refer the matter to the monitoring committee established under sub-clause (f) of the Award. The employer's obligation under sub-clause (c)(i) is suspended until such time as a determination is made under sub-clause (f).

(d) Intermittent Employees

Intermittent employees are exempt from the provisions of this clause.

Provided that where such employee receives from a single employer an aggregate annual payment, calculated to 30 June each year, exceeding \$3000 gross ordinary pay an annual contribution, based on sub-clause (c) of this clause as the case may be, shall be paid to the approved fund.

Where a business is transmitted from one employer (the transmitter) to another employer (the transmittee) an employee who worked with the transmitter shall be entitled to count such

service with the transmitter as service with the transmittee for the purpose of this clause provided that the service occurred in the relevant twelve months period.

(e) Qualifying Period

Existing employees who have been employed for at least the qualifying period shall have the contributions paid on their behalf in accordance with the provisions of this clause.

Existing employees who have not completed the qualifying period of employment shall have superannuation contributions paid on their behalf with effect from the commencement of their employment at the expiration of the qualifying period provided that no contributions shall be payable in respect of any period prior to the dates specified in sub-clause (c) of this clause as the case may be.

All employees engaged by the employer after the date of introduction of superannuation payments shall have superannuation contributions paid to the approved fund from the commencement of employment after the expiration of the qualifying period.

(f) Monitoring

The parties shall establish a Monitoring Committee for the implementation of this clause. The Committee shall consider any matter raised with reference to this clause. The monitoring committee shall consist of one representative nominated by the ACTU and one representative nominated by the employer.

Where agreement cannot be reached, the matter may be referred to the Industrial Relations Commission.

(g) No Additional Claims

Additional superannuation benefits payable under this agreement will not be reviewed and the Unions will not make any claims which would have additional cost impact on any employer unless consistent with the National/State Wage Principles and Decisions.

Leave Reserved  
Bank or emergency list  
Minimum contributions  
Agencies (Labour brokers)

38. NO EXTRA CLAIMS

It is a term of this Award (arising from the decision of the Industrial Relations Commission of Victoria in the State Wage Case July 1991, the terms of which are set in Decision No. D91/0300) that the Victorian Allied Health Professionals Association undertakes pursue, prior to 1 November 1991, any extra claims, award or overaward,

except where consistent with the principles determined by the Decision.

APPENDIX 1

This Appendix shall apply to Physiotherapists and Occupational Therapists employed in schools subject to the provisions of the Education School Councils Act 1975 insofar as it relates to rates of pay, modes of employment and computation of wages. All other conditions shall be provided in the Award except that sub-clause 1,E(iii) in part 6 "sole allowance" shall not apply.

(1) RATES OF PAY

Physiotherapists/Occupational Therapists	Wages per Week
1st Year	649.00
2nd Year	687.40
3rd Year	722.60
4th Year	760.90

(2) MODES OF EMPLOYMENT

For the purpose of this clause there shall be four types of employees as follows:

"Full-time Employee" - means a person employed for 38 hours per week on a calendar year basis.

"School Year Employee" - means a person employed for 38 hours a week on a school year basis.

"Part-time Employee" - means a person other than a casual employee who is employed for less than 38 hours per week on either a calendar year or school year basis.

"Casual Employee" - means a person employed for less than 38 hours per week and who by agreement with the employer receives a 25 per cent loading in lieu of annual leave, sick leave and bereavement leave.

(3) COMPUTATION OF WAGES

School year employees shall be paid at forty-eight/fifty seconds (48/52) of the rate of pay applying for a full-time or part-time employee and shall be entitled to leave with pay during school holiday periods subject to recall to and performance of duty for up to six working days each year during school holiday periods provided that, except in exceptional circumstances when, with the agreement of the employee, he or she may be recalled on other working days during the school holiday periods, such days shall immediately follow the end of the official school year or immediately precede the commencement of the next official school year.

The wages for all other employees will be computed in terms of the relevant clause of the Award.

## APPENDIX II

This appendix shall apply to all employers who are approved, accredited, licensed and/or in any other manner permitted by the Victorian Accident Rehabilitation Council to provide Rehabilitation services, excepting the work of Rehabilitation Counsellors employed as such by the Victorian Accident Rehabilitation Council and excepting:

(i) Persons employed subject to the Public Service Act 1974.

(ii) Persons who are required by the Victorian Accident

Rehabilitation Council to have qualifications as a -

Registered Nurse  
 Social Worker  
 Medical Practitioner  
 Radiographer (Diagnostic and Therapeutic)  
 Medical Laboratory Technician  
 Physiotherapist  
 Medical Imaging Technologist  
 Radiation Therapy Technologist  
 Medical Librarian  
 Occupational Therapist  
 Orthoptist  
 Speech Pathologist  
 Medical Photographer  
 Medical Illustrator  
 Podiatrist  
 Nuclear Medicine Technologist  
 Orthotist  
 Prosthetist  
 Orthotist/Prosthetist  
 Psychotherapist  
 Music Therapist  
 Recreation Therapist  
 State Enrolled Nurse  
 Cardiac Technologist.

This appendix is applicable to the extent only to which it replaces, amends or renders inoperative the following provisions of the Award:

Part 6 Clause 1 - Wage Rates  
 Part 6 Clause 2 - Definitions  
 Part 6 Clause 3 - Notification of Classification  
 Part 6 Clause 4 - Hours of Work  
 Part 6 Clause 5 - Terms of Employment  
 Part 6 Clause 9 - Duty Roster  
 Part 1 Clause 2 - Relieving Employees  
 Part 6 Clause 10 - Overtime  
 Part 6 Clause 12 - Shift Allowance  
 Part 6 Clause 13 - On Call Allowance  
 Part 6 Clause 23 - Deduction for Board and Lodging  
 Part 6 Clause 25 - Uniforms  
 Part 6 Clause 28 - Trainee Supervision.

(1) CLIENT ADVISER/REHABILITATION CONSULTANT DEFINITION

A person employed as a Client Adviser/Rehabilitation Consultant who possesses and appropriate degree in the health, welfare or vocational fields.

(2) WAGE RATES

(a) Grade 1 (ie Qualified Rate)	Wages Per Week \$
On commencement/appointment	622.80
2nd year	638.20
3rd year	653.00
4th year	688.00
5th year	703.40
6th year	718.60

Grade 2 Client Adviser/Rehabilitation Consultant

A qualified client Adviser/Rehabilitation Consultant appointed to the Grade with additional responsibilities, e.g.;

- (i) Employed on work which in the opinion of the employer requires special knowledge or depth of experience in the rehabilitation industry.

	\$
1st year of experience at this level	760.20
2nd year of experience at this level	779.60
3rd year of experience at this level	799.20

Grade 3 Senior Clinician or Senior Client Adviser/Rehabilitation Consultant

A Senior Clinician is a qualified Client Adviser/Rehabilitation Consultant with at least 7 years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical specialty, teaching under-graduates and/or post-graduate students and providing education to staff from other disciplines.

A Senior Client Adviser/Rehabilitation Consultant is a qualified Client Adviser/Rehabilitation Consultant who has at least 7 year's experience and/or experience in the rehabilitation process deemed satisfactory by the employer and who undertakes additional responsibility in regards to administration and supervision of staff and/or management.

	\$
1st year of experience at this level	847.50
2nd year of experience at this level	866.50
3rd year of experience at this level	885.90



Grade 4 Principle Client Adviser/Rehabilitation Consultant

A qualified Client Adviser/Rehabilitation Consultant appointed to this grade who has responsibility for the overall rehabilitation process and/or service delivery.

	\$
1st year of experience at this level	966.90
2nd year of experience at this level	1000.50
3rd year of experience at this level	1034.10

- (b) Higher Qualifications Allowance Post Graduate Diploma in -
  - (i) Ergonomics
  - (ii) Rehabilitation Studies
  - (iii) Occupation Health and Safety.

The allowance (payable in respect to only one such qualification) is 7.5 per cent of Grade 1 Year 3 UG1 Rate.

(3) HOURS OF WORK

The hours for an ordinary week's work shall be 38, or an average of 38 per week as agreed between the employer and the employee.

(4) TERMS OF EMPLOYMENT

(a) Permanent Full-time Employees

A full-time worker is one engaged and paid as such who is ready willing and available to work the full number of hours required by the employer at times agreed between the employer and the employee. Such employee shall be paid the full weekly wage prescribed in this appendix irrespective of the number of hours worked not exceeding 38.

(b) Permanent Part-time Employees employed on a part-time basis shall be paid for hours worked either:

- (i) At an hourly rate equal to 1/38th of the weekly rate appropriate to the employees classification. Employees employed under this sub-clause shall accrue paid leave entitlements on a pro-rata basis.
- (ii) At an hourly rate equal to 1/38th of the appropriate weekly rate plus 25 per cent of such hourly rate. Employees employed under this sub-clause shall not be entitled to any benefits prescribed in Part 6 Clause 15 (Public Holidays), Clause 16 (Annual Leave), Clause 17 (Sick Leave) and Clause 18 (Compassionate Leave). The hours and span of hours of part-time work shall be agreed upon between employer and employee and shall be confirmed in writing between the two parties. Provided that overtime provisions as prescribed in the overtime provisions of this appendix shall apply to all time

required by the employer to be worked in excess of 7.6 hours per day.

- (c) Either of the following alternate modes of employment in this sub-clause may be entered into provided they are done so by agreement between the employer and the employee and in writing:
- (i) Fixed Term Employment
 

A person employed on fixed hours, excluding overtime, for a specified period (or in the case of maternity leave coverage, for a specified purpose) not exceeding 12 months.
  - (ii) Temporary Employment
 

A person employed on hours which may or may not be fixed for a period not exceeding three months.
  - (iii) For the purposes of sub-clauses (c)(i) and (c)(ii) of this clause should the employment duration limitation be exceeded or should the employee be re-engaged within a period of time equal to an employees allowable period of absence from employment as defined, the employee shall be deemed to have been originally employed on a permanent basis as provided for in sub-clauses (a) and (b) of this clause.
  - (iv) The rate of pay and conditions for employees engaged pursuant to sub-clauses (c)(i) and (c)(ii) of this clause shall be those provided for in sub-clause (b) of this clause regardless of the number of hours work with the exception of the period of notice which for employees engaged pursuant to sub-clause (c)(ii) of this clause shall be one week.
  - (v) For the purpose of sub-clause (c)(iii) of this clause, and employees allowable period of absence from employment shall be defined as five weeks in addition to the total period of paid annual leave which the employee actually receives on termination or for which he is paid in lieu.
- (d) Casual Employees
- (i) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified under sub-clauses (a),(b),(c)(i) and (c)(ii) of this clause.
  - (ii) A casual employee shall be paid for all work done on weekdays an amount equal to one-thirty-eighth (1/38th) of the weekly wage appropriate to the employee's

95.

classification per hour plus 25 per cent and for all work done on Saturday, Sundays and public holidays an amount equal to one-thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 75 per cent.

- (iii) In addition a casual employee shall be entitled to receive the appropriate allowances contained in this award.
- (iv) The provisions of Part 6 Clause 29 (Termination of Service), 15 (Annual Leave), 16 (Sick Leave), 18 (Long Service Leave), 17 (Compassionate Leave) shall not apply in the case of a casual employee.

(5) OVERTIME

An employer may require an employee to work reasonable overtime and such employees shall work overtime in accordance with such requirement.

Only authorised overtime shall be paid for and the following rates of overtime shall apply.

In excess of agreed ordinary hours of work in any one day - time and a half for the first two hours and double time thereafter.

By mutual agreement with the employer an employee shall be allowed to take time off in lieu of overtime.

(6) PROTECTIVE CLOTHING

- (a) Each employer shall have made available at the employer's expense an adequate number of suitable uniforms for each employee, the responsibility for laundering and maintenance of which rest with the employer and is at the employer's expense.
- (b) Notwithstanding sub-clause (a) of this clause of employer may, by agreement with the employee pay an allowance in accordance with the uniform allowance prescribed in the Award.

(7) SAVINGS CLAUSE

Nothing in this appendix shall be deemed or construed to reduce the salary any employee was receiving prior to the date of operation of this appendix or alter unfavourably the terms or conditions of employment operating at that date.

(8) SALARY PACKAGING

An employee whose terms and conditions of employment are determined pursuant to a Registered Agreement between the Victorian Allied Health Professionals Association and any recognised association of employers or any employer or group of employers shall not be covered by this Award and this Award shall have no application to such employee or his or her employer (in respect of such employee) where such agreement

provides terms and conditions in the aggregate which are (when viewed objectively) no less favourable to the employee than what such employee would have been entitled to in the aggregate if he or she were but for this provision covered by this Award subject to:

- (i) The Secretary of the Victorian Allied Health Professionals Association being notified by the employer of their intention to commence discussions on entering into an agreement under this clause.
- (ii) Prior to finalisation of an agreement under this provision the employer will advise the employee of consultants to provide financial advice on the terms of the contract.
- (iii) Agreements shall be reduced to writing.
- (iv) The Salary Package shall comply with the relevant legislation regarding taxation

9.

#### EXISTING FLEXIBILITY

- (i) It is a term of this Award that nothing arising from Structural Efficiency negotiations or consequential award variations shall operate so as to decrease, inhibit, detract from or restrict flexibility already existing within the private sector.
- (ii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

R.J. McINTYRE  
Commissioner  
(for the Commission)

A Medical Librarian appointed to the grade with additional responsibilities e.g.:

A librarian in a teaching hospital with university clinical Departments on site; or

A librarian, who is required to apply specialised knowledge, and to be in charge of one or more of the following areas on the recommendation of the librarian in charge:

Computerized information retrieval;

Interlibrary loans; or

another such area recognised by the employer.

### **20.8.1(c) Medical imaging technology**

#### **20.8.1(c)(i) Medical Imaging Technology Trainee**

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasia Institute of Radiography, and attending the first, second or third year of the diagnostic course of instruction for the Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.

#### **20.8.1(c)(ii) Medical Imaging Technologist (Qualified)**

A person who possesses a Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography or its equivalent recognised by the Australasian Institute of Radiography and is engaged in diagnostic duties.

#### **20.8.1(c)(iii) Medical Imaging Technologist Grade 2**

A Medical Imaging Technologist with additional responsibilities e.g.:

Supervision of other Medical Imaging Staff or a section of the department as recognised by the employer, on the recommendation of the Chief Medical Imaging Technologist;

Employed on work which in the opinion of the Chief Medical Imaging Technologist or the Medical Director, requires special knowledge or depth of experience in one or more of the following - Ultrasound, Computerised Tomography or Cardio-vascular angiography.

### **20.8.1(c)(iv) Medical Imaging Technologist Grade 3**

A Medical Imaging Technologist, with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

### **20.8.1(c)(v) Deputy Chief Medical Imaging Technologist**

A qualified Medical Imaging Technologist appointed to assist and to deputise for the Chief Medical Imaging Technologist:

Grade 1 - Where the Chief is classified at Grade 2;

Grade 2 - Where the Chief is classified at Grade 3 or higher.

### **20.8.1(d) Medical record administration**

#### **20.8.1(d)(i) Medical Record Administrator (Qualified)**

A person who has passed examinations qualifying him/her for admission as a full graduate of the Medical Record Association of Australia.

#### **20.8.1(d)(ii) Medical Record Administrator Grade 2**

### **19.11.1(c) Medical imaging technology**

#### **19.11.1(c)(i) Medical imaging technology trainee**

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasia Institute of Radiography, and attending the first, second or third year of the diagnostic course of instruction for the Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.

#### **19.11.1(c)(ii) Medical imaging technologist (qualified)**

A person who possesses a certificate of competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography or its equivalent recognised by the Australasian Institute of Radiography and is engaged in diagnostic duties.

#### **19.11.1(c)(iii) Medical imaging technologist grade 2**

A Medical Imaging Technologist with additional responsibilities e.g.:

- supervision of other medical imaging staff or a section of the department as recognised by the employer, on the recommendation of the Chief Medical Imaging Technologist;
- employed on work which in the opinion of the Chief Medical Imaging Technologist or the Medical Director, requires special knowledge or depth of experience in one or more of the following - ultrasound, computerised tomography or cardiovascular angiography.

#### **19.11.1(c)(iv) Medical imaging technologist grade 3**

A Medical Imaging Technologist, with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography and attending the first, second or third year of the diagnostic course of instruction for the Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.

### **1.1.3 Qualified medical imaging technologist**

A person who possesses a Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography or its equivalent recognised by the Australasian Institute of Radiography and is engaged in diagnostic duties.

### **1.1.4 Medical imaging technologist grade 2**

A Medical imaging technologist with additional responsibilities:

**1.4.1(a)** On the recommendation of the Chief medical imaging technologist is in charge of other medical imaging staff or a section of the department as recognised by the employer.

**1.4.1(b)** Is employed on work which in the opinion of the Chief medical imaging technologist or the Medical director requires special knowledge or depth of experience in one or more of the following - (Ultrasound, Computerised Tomography or Cardio-vascular angiography).

### **1.1.5 Medical imaging technologist grade 3**

A Medical imaging technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or postgraduate students and providing education to staff from other disciplines.

## **1.2 Nuclear medicine technology**

### **1.2.1 Nuclear medicine technology trainee**



**20.8.1(f)(ii) Nuclear Medicine Technologist (Qualified)**

A person holding the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent or who is accredited by the Australian and New Zealand Society of Nuclear Medicine.

**20.8.1(f)(iii) Nuclear Medicine Technologist Grade 2**

A Nuclear Medicine Technologist with additional responsibilities e.g.:

Is employed on work which in the opinion of the Chief Nuclear Medicine Technologist requires special knowledge or depth of experience in Ultrasound or is responsible for computing services and computer program development within the department.

**20.8.1(f)(iv) Nuclear Medicine Technologist Grade 3**

A Nuclear Medicine Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

**20.8.1(f)(v) Deputy Chief Nuclear Medicine Technologist**

A qualified Nuclear Medicine Technologist appointed to assist and to deputise for the Chief Nuclear Medicine Technologist:

Grade 1 - Where the Chief is classified at Grade 2;

Grade 2 - Where the Chief is classified at Grade 3 or higher.

**20.8.1(g) Occupational therapy**

A person with a tertiary degree or an equivalent qualification in the field of music therapy or such courses recognised by the Australian Music Therapy Association as being equivalent.

**19.11.1(e)(ii) Music therapist grade 2**

A Music Therapist appointed to the grade with additional responsibilities e.g.:

- teaching of therapy students; or
- on the recommendation of the Medical Director is in charge of a music therapy section of the therapy department; or
- holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

**19.11.1(f) Nuclear medicine technology**

**19.11.1(f)(i) Nuclear medicine technology trainee**

A person who is engaged in studies leading to the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent.

**19.11.1(f)(ii) Nuclear medicine technologist (qualified)**

A person holding the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent or who is accredited by the Australian and New Zealand Society of Nuclear Medicine.

**19.11.1(f)(iii) Nuclear medicine technologist grade 2**

A Nuclear medicine technologist with additional responsibilities e.g.:

- is employed on work which in the opinion of the Chief Nuclear Medicine Technologist requires special knowledge or depth of experience in ultrasound or is responsible for

computing services and computer program development within the department.

#### **19.11.1(f)(iv) Nuclear medicine technologist grade 3**

A Nuclear Medicine Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

#### **19.11.1(f)(v) Deputy chief nuclear medicine technologist**

A qualified Nuclear Medicine Technologist appointed to assist and to deputise for the Chief Nuclear Medicine Technologist:

- Grade 1 - Where the Chief is classified at Grade 2
- Grade 2- Where the Chief is classified at Grade 3 or higher.

#### **19.11.1(g) Occupational therapy**

##### **19.11.1(g)(i) Occupational therapist (qualified)**

A person who is a graduate of an Occupational Therapy Training Centre recognised by both or either the Victorian Association of Occupational Therapists and the World Federation of Occupational Therapists.

##### **19.11.1(g)(ii) Occupational therapist grade 2**

An Occupational therapist appointed to the grade, with additional responsibilities e.g.:

- teaching of occupational therapy students; or

A person who is engaged in studies leading to the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent.

### **1.2.2 Qualified nuclear medicine technologist**

A person holding the Diploma of Applied Science (Nuclear Medicine Technology) or its equivalent or who is accredited by the Australian and New Zealand Society of Nuclear Medicine.

### **1.2.3 Nuclear medicine technologist grade 2**

A Nuclear medicine technologist with additional responsibilities;

Is employed on work which in the opinion of the Chief nuclear medicine technologist requires special knowledge or depth of experience in Ultrasound or is responsible for computing services and computer program development within the department.

### **1.2.4 Nuclear medicine technologist grade 3**

A Nuclear medicine technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the employer. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or postgraduate students and providing education to staff from other disciplines.

## **1.3 Radiation therapy technology**

### **1.3.1 Radiation therapy technology trainee**

A person employed in a hospital approved by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography and attending the first, second or third year of the therapy course of instruction for the Certificate of Competence issued by the Conjoint Board of the College of Radiologists of Australasia and the Australasian Institute of Radiography.



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Victorian Hospitals' Industrial Association**  
(AG2016/8083)

### **ALLIED HEALTH PROFESSIONALS (VICTORIAN PUBLIC HEALTH SECTOR) SINGLE INTEREST ENTERPRISE AGREEMENT 2016-2020**

Health and welfare services

COMMISSIONER JOHNS

SYDNEY, 26 APRIL 2017

*Application for approval of the Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020.*

[1] On 23 December 2016 the Victorian Hospitals' Industrial Association (**Applicant**) made an application for approval of the *Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020*. (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached as Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case, the Health Services Union of Australia has indicated its acceptance of the undertakings.

[4] Subject to the undertakings referred to above, the Commission is satisfied that each of the requirements of ss 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

[5] The Health Services Union of Australia being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[6] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 3 May 2017 The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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## Annexure A


**Victorian Hospitals' Industrial Association**

88 Maribyrnong Street, Footscray VIC 3011 ABN 77 538 927 547  
 Switchboard 03 9861 4000 Employment Advice 1800 729 329  
 Fax 03 9867 8540 Email [vhia@vhia.com.au](mailto:vhia@vhia.com.au) [www.vhia.com.au](http://www.vhia.com.au)

**UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)**
***Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020 (Agreement)***
**AG2016/8083 - Application by Victorian Hospitals' Industrial Association**

I, Stuart McCullough of 88 Maribyrnong Street Footscray in the State of Victoria, Chief Executive Officer, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the Bargaining Representative for the employers listed in Appendix A of the Agreement.
3. Pursuant to subsection 190(3) of the Fair Work Act 2009 the VHIA gives an undertaking, on behalf of the employers listed in Appendix A of the Agreement as follows:

**a. Welfare Worker**

- A Class II (2) translates to a Health Professional Level 2. Some of the Agreement wage rates are below the minimum wage rates in the Health Professionals and Support Services Award 2010 (**modern award**). The classifications are identified below:

Classification under the Agreement	Where classification translates to in the modern award
Welfare Worker Class (II) 2, Year 3	Health Professional Employee Level 2 – Pay Point 3
Welfare Worker Class (II) 2, Year 4	Health Professional Employee Level 2 – Pay Point 4

Employees in the above translations will be paid no less than the relevant wage rates in the modern award. In all other scenarios, they will be paid the higher agreement wage rates.

- In a small number of cases a Class II(2), Class III(3) or Class IV(4) employee may translate to a Health Professional Level 3. In these instances some of the Agreement wage rates are below the minimum wage rates in the modern award. The classifications are identified below:

Classification under the Agreement	Where classification translates to in the modern award
Welfare Worker Class II (2), Year 1	Health Professional Employee Level 3 – Pay Point 1
Welfare Worker Class II (2), Year 2	Health Professional Employee Level 3 – Pay Point 2
Welfare Worker Class II (2), Year 3	Health Professional Employee Level 3 – Pay Point 3
Welfare Worker Class II (2), Year 4	Health Professional Employee Level 3 – Pay Point 4
Welfare Worker Class II (2), Year 5	Health Professional Employee Level 3 – Pay Point 5
Welfare Worker Class III (3), Year 1	Health Professional Employee Level 3 – Pay Point 1
Welfare Worker Class III (3), Year 2	Health Professional Employee Level 3 – Pay Point 2
Welfare Worker Class III (3), Year 3	Health Professional Employee Level 3 – Pay Point 3
Welfare Worker Class III (3), Year 3 (4)	Health Professional Employee Level 3 – Pay Point 4
Welfare Worker Class III (3), Year 3 (5)	Health Professional Employee Level 3 – Pay Point 5

*Our members care for people. VHIA cares for its members.*

Welfare Worker Class IV (4), Year 3 (5)	Health Professional Employee Level 3 – Pay Point 5
---	--

Employees in the above scenario will be paid no less than the relevant wage rates in the modern award. All other employees will be paid in accordance with the translation to a Health Professional Employee Level 2.

**b. Community Development Worker**

In a small number of cases a Class IIA(2A) may translate to a Health Professional Level 2. In these instances some of the Agreement wage rates are below the minimum wage rates in the modern award. The classifications are identified below:

Classification under the Agreement	Where classification translates to in the modern award
Community Development Worker IIA (2A), Year 1	Health Professional Employee Level 2 – Pay Point 1
Community Development Worker IIA (2A), Year 2	Health Professional Employee Level 2 – Pay Point 2
Community Development Worker IIA (2A), Year 3	Health Professional Employee Level 2 – Pay Point 3
Community Development Worker IIA (2A), Year 4	Health Professional Employee Level 2 – Pay Point 4

Employees in the above scenario will be paid no less than the relevant wage rates in the modern award. All other employees will be paid in accordance with the translation to a Health Professional Employee Level 1 and receive the higher wage rates under the Agreement.

**c. Youth Worker**

In a small number of cases a Class II(2) or Class III(3) employee may translate to a Health Professional Level 3. In these instances some of the Agreement wage rates are below the minimum wage rates in the modern award. The classifications are identified below:

Classification under the Agreement	Where classification translates to in the modern award
Youth Worker Class II (2), Year 1	Health Professional Employee Level 3 – Pay Point 1
Youth Worker Class II (2), Year 2	Health Professional Employee Level 3 – Pay Point 2
Youth Worker Class II (2), Year 3	Health Professional Employee Level 3 – Pay Point 3
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Youth Worker Class II (2), Year 5	Health Professional Employee Level 3 – Pay Point 5
Youth Worker Class III (3), Year 3 (4)	Health Professional Employee Level 3 – Pay Point 4
Youth Worker Class III (3), Year 3 (5)	Health Professional Employee Level 3 – Pay Point 5

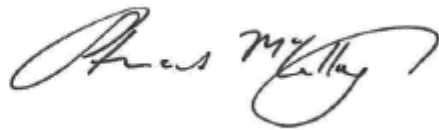
Employees in the above scenario will be paid no less than the relevant wage rates in the modern award. All other employees will be paid in accordance with the translation to a Health Professional Employee Level 2 and receive the higher wage rates under the Agreement.

**d. Trainee Research Technologist (Research Scientists) – Peter MacCallum Only**

A trainee research technologist translates to a Support Service Level 2. In some cases the Agreement wage rates are below the minimum wage rates for junior employees. A trainee will be paid no less than the relevant agreement wage rates or the junior % wage rates, whichever is the greater.

**e. For the avoidance of doubt, in all cases an employee will be paid no less than the Agreement wage rates or the minimum wage rates in the relevant modern award, whichever is the greater.**



A handwritten signature in black ink, appearing to read "Stuart McCullough". The signature is fluid and cursive, with the first name "Stuart" written in a larger, more prominent script than the last name "McCullough".

Stuart McCullough  
**Chief Executive Officer**

**VICTORIAN HOSPITALS' INDUSTRIAL ASSOCIATION**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

**ALLIED HEALTH PROFESSIONALS  
(VICTORIAN PUBLIC HEALTH  
SECTOR)  
SINGLE INTEREST  
ENTERPRISE AGREEMENT  
2016-2020**

## **PART A: PRELIMINARY**

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### **1. Agreement Title**

This agreement will be known as the *Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020*.

### **2. Arrangement**

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## 4. Definitions

- 4.1 Act** means the *Fair Work Act 2009* (Cth).
- 4.2 ADO** means accrued day off.
- 4.3 Adoption** includes the placement of a child under a permanent care order.
- 4.4 Agreement** means the *Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020*.
- 4.5 Commission** means the Fair Work Commission or any successor body.
- 4.6 Employee** means a person employed by an Employer listed in **Appendix 1** of this Agreement who is employed in any of the classifications set out in this Agreement (see Appendix 4), other than employees employed solely or predominantly in the provision of public mental health services.

- 4.7 Employer** means each organisation listed in **Appendix 1** of this Agreement.
- 4.8 Experience** means experience in the Employee's profession obtained within the last five years, excluding any unpaid leave provisions in the Agreement (or any previous applicable instrument).
- 4.9 FFPPOA** means the first full pay period on or after.
- 4.10 National Employment Standards** or **NES** means Part 2-2 of the Act as amended from time to time.
- 4.11 OHS Act** means the *Occupational Health and Safety Act 2004* (Vic), or its successor.
- 4.12 Parties** in clause 54 (Recall – No Return to Workplace) means the Union and the Employers' representative, the Victorian Hospitals' Industrial Association.
- 4.13 Registered Health Practitioner** means an individual who is registered under the Health Practitioner Regulation National Law (as adopted in the applicable State or Territory) to practise a health profession, other than as a student.
- 4.14 Union** means the Health Services Union. The branch of the Health Services Union entitled to represent the Employees covered by the Agreement is the Health Services Union Victoria No. 3 Branch, trading as the Victorian Allied Health Professionals' Association (VAHPA). Any obligations and entitlements of the Union under this Agreement are obligations and entitlements of the Health Services Union Victoria No. 3 Branch.
- 4.15 WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).
- 4.16** For the purpose of the NES only a shiftworker is an Employee who is regularly rostered to work Sundays and public holidays.
- 4.17 2011 Agreement** means the *Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011 – 2015*.

## 5. Incidence & Coverage

This Agreement covers:

- 5.1** the Employers listed in **Appendix 1** of this Agreement;
- 5.2** all Employees (as defined in **subclause 4.6**; and
- 5.3** the Union if it is named by the Commission as a party covered by the Agreement.

## 6. Commencement Date and Period of Operation

- 6.1** This Agreement will come into effect seven days after the date of approval by the Commission.
- 6.2** This Agreement will nominally expire on 30 June 2020.

- 6.3 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the Act.
- 6.4 Those covered by the Agreement and their representatives will, six (6) months prior to the nominal expiry date of this Agreement, endeavour to commence negotiations for a replacement Agreement provided that any claim made by any party during this period may not be supported by industrial action.

## **7. Relationship To Previous Industrial Instruments and the NES**

- 7.1 This is a comprehensive Agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement. However any entitlement in the nature of an accrued entitlement to an Employee's benefit which has accrued under any such previous industrial instrument will not be affected by the making of this Agreement.
- 7.2 A dispute or grievance that is being considered pursuant to clause 19 of the Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011-2015 at the time this Agreement commences operation may continue to be considered pursuant to clause 19 of that enterprise agreement.
- 7.3 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

## **8. Copy of Agreement**

The Employer will make a copy of the Agreement accessible to all Employees either physically or electronically.

## **9. No Extra Claims**

- 9.1 This Agreement is reached in full and final settlement of all matters subject to claims by those covered by the Agreement and for the life of the Agreement no further claims will be made or supported by those covered by the Agreement.
- 9.2 Nothing in this clause 9 is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.

## **10. Anti-Discrimination**

- 10.1 Those covered by this Agreement respect and value the diversity of the work force and will help protect Employees against unfair treatment and unlawful discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion,

political opinion, national extraction, social origin or any other attributes protected by anti-discrimination legislation.

**10.2** Accordingly, in fulfilling their obligations under the Agreement, those covered by the Agreement must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.

**10.3** Nothing in this clause 10 is to be taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
- (b) an Employee, the Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; and
- (c) the exemptions in section 351(2) of the Act.

## **11. Transfer of Business**

**11.1** Where the business of the Employer is, before or after the date of the Agreement, transferred from the Employer (in this clause 11 called the Transferor) to another Employer (in this clause 11 called the Transferee) and an Employee who at the time of such transfer was an Employee of the Transferor in that business becomes an Employee of the Transferee:

- (a) the continuity of the employment of the Employee will be deemed not to have been broken by reason of such transfer; and
- (b) the period of employment which the Employee has had with the Transferor or any prior transferor will be deemed to be service of the Employee with the Transferee.

**11.2** In this clause 11:

- (a) business includes trade, process, business or occupation and includes any part of any such business; and
- (b) transfer includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.

## **12. Individual Flexibility Arrangement**

**12.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one (1) or more of the following matters:
  - (i) arrangements for when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;

- (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 12.1; and
  - (c) the arrangement is genuinely agreed by the Employer and Employee.
- 12.2** The Employee may appoint a representative for the purposes of the procedure in this clause 12, including the Union. Except as provided in subclause 12.5(c), the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 12.3** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 12.4** Where the Employee's understanding of written English is limited, the Employer will take measures, including translation into an appropriate language, to ensure the Employee understands the proposed individual flexibility arrangement.
- 12.5** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the Employer and Employee;
  - (c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (e) states the date the arrangement commences
- 12.6** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.7** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- if the Employer and Employee agree in writing – at any time.

## PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

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### 13. Consultation

*Nothing in this clause 13 limits the Employer's obligations to consult with HSRs under the OHS Act.*

#### 13.1 Consultation regarding major change

- (a) Where an Employer proposes a Major Change that may have a Significant Effect on an Employee or Employees, the Employer will consult with the Affected Employee/s, the Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent on leave including parental leave.
- (d) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the Consultation process.

#### 13.2 Definitions

Under this clause 13:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected Employee** means an Employee on whom a major workplace change may have a Significant Effect.
- (c) **Major Change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a Significant Effect on Employees.
- (d) **Significant Effect** includes but is not limited to:
  - (i) termination of employment;
  - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;
  - (iii) alteration of the number of hours worked and/or reduction in remuneration;
  - (iv) changes to an Employee's classification, position description, duties or reporting lines;
  - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
  - (vi) removal of an existing amenity; and/or

(vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.

(e) **Measures to mitigate or avert** may include but are not limited to:

- (i) redeployment;
- (ii) retraining;
- (iii) salary maintenance;
- (iv) job sharing; and/or
- (v) maintenance of accruals.

### 13.3 Consultation Steps and Timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to Consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employee/s and their representative to meet with each other and consider and discuss the Employer's proposal.
- (c) The following table makes clear the relevant steps and indicative timeframes for the Consultation process.

Step	Action	Timeframe
1.	Employer provides Change Impact Statement and other written material required by subclause 13.4	
2.	Written response from Employee/s and/or Union	14 days after step 1
3.	Consultation Meeting/s convened	7 days to 14 days after step 2
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employee/s or Union	14 days after step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employee/s or Union prior to advising outcome of Consultation	14 days after step 5

#### **13.4 Change Impact Statement (Step 1)**

Prior to Consultation required by this clause 13, the Employer will provide Affected Employee/s and Union with a written Change Impact Statement setting out all relevant information including:

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Affected Employee/s of the proposed change on workload and other occupational health and safety impacts;
- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Affected Employee/s, undertaken in Consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- (g) the right of an Affected Employee/s to have a representative including a Union representative at any time during the change process; and
- (h) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence, relates directly to a performance/conduct issue or cannot be disclosed under the *Health Services Act 1988* or other legislation.

#### **13.5 Employee / Union response (step 2)**

Following receipt of the change impact statement, Affected Employee/s and/or the Union may respond in writing to any matter arising from the proposed change.

#### **13.6 Meetings (step 3)**

- (a) As part of Consultation, the Employer will meet with the Affected Employee/s, the Union and other nominated representative/s (if any) to discuss:
  - (i) the proposed change;
  - (ii) proposals to mitigate or avert the impact of the proposed change; and
  - (iii) any matter identified in the written response from the Affected Employee/s and/or the Union.
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for Consultation.

#### **13.7 Employer response (step 4)**

The Employer will give prompt and genuine consideration to matters arising from Consultation and will provide a written response to the Affected Employee/s, Union and (where relevant) other representative/s.



### **13.8 Alternative proposal (step 5)**

The Affected Employee/s, the Union and other representative (where relevant) may submit alternative proposal/s which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

### **13.9 Outcome of Consultation (step 6)**

The Employer will give prompt and genuine consideration to matters arising from Consultation, including an alternative proposal submitted under subclause 13.8, and will advise the Affected Employee/s, the Union and other nominated representatives (if any) in writing of the outcome of Consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from Consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on Affected Employee/s; and
- (d) a summary of how matters that have been raised by Affected Employee/s, the Union and their representatives, including any alternative proposal, have been taken into account.

### **13.10 Consultation about changes to rosters or hours of work**

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
  - (i) consider health and safety impacts including fatigue;
  - (ii) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (iii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this subclause 13.10 does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.

- (d) These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

#### **13.11 Consultation disputes**

Any dispute regarding the obligations under this clause 13 will be dealt with under the Dispute Resolution Procedure at clause 14 of this Agreement.

## **14. Dispute Resolution Procedure**

### **14.1 Resolution of disputes and grievances**

- (a) For the purpose of this clause 14, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
  - (i) this Agreement;
  - (ii) the NES;
  - (iii) a request for an additional 12 months parental leave; or
  - (iv) a request for flexible working arrangements.
- (c) A party to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

### **14.2 Obligations**

- (a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause 14 and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
  - (i) has a reasonable concern about an imminent risk to their health or safety;
  - (ii) has advised the Employer of the concern; and
  - (iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (d) No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this subclause 14.2.

### **14.3 Dispute settlement facilitation**

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
  - (i) investigating the circumstances of the dispute; and
  - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.
- (b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

### **14.4 Discussion of dispute at workplace**

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
  - (i) in the first instance by discussions between the Employee/s and the relevant supervisor; and
  - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 14.4(a) will take place within fourteen days or such longer period as mutually agreed, save that such agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

### **14.5 Disputes of a collective character**

Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.

### **14.6 Conciliation**

- (a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.
- (b) Conciliation before the Commission is complete when:
  - (i) the parties to the dispute agree that it is settled;
  - (ii) the Commission member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or
  - (iii) the parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does

not have a substantial reason to refuse to regard conciliation as complete.

#### **14.7 Arbitration**

- (a) If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- (c) Subject to subclause 14.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause 14.

#### **14.8 Conduct of matters before the Commission**

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause 14, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

## **15. Performance Management**

#### **15.1 Application of this clause**

- (a) Where an Employer wishes to deal with performance issues of an Employee, they will be dealt with in accordance with this clause 15.
- (b) Where an Employer has concerns about a performance issue that may constitute misconduct, they will be dealt with in accordance with clause 16 (Discipline). Where this occurs, the performance management process in subclauses 15.3(c), (d) and (e) will still apply where appropriate.

#### **15.2 Informal**

Where the Employer has concerns about an Employee's performance, the Employer will, wherever appropriate, deal with these concerns through informal discussions with the Employee when these concerns first arise. The Employer will clearly outline the concerns. The Employee will be given a reasonable opportunity to address the performance concerns.

#### **15.3 Formal**

- (a) Where the Employee's work performance is not at an acceptable standard following the process in subclause 15.2 or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal performance management process.
- (b) The Employer will provide to the Employee in writing:

- (i) details of the performance concerns including, where relevant, material that supports those concerns; and
  - (ii) notice of the Employee's right to be represented by a Union or other representative.
- (c) The Employer will:
- (i) meet with the Employee and, where relevant, the Employee's representative, to discuss the concerns;
  - (ii) ensure the Employee is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;
  - (iii) give genuine consideration to any response or matters raised by an Employee's response; and
  - (iv) if a performance management plan is proposed, consult with the Employee and the Employee's representative on the content of the plan.
- (d) Where, having considered the Employee's response, the Employer reasonably believes, based on the Employee's performance, that a performance management plan is appropriate, the Employer will:
- (i) provide the performance management plan to the Employee in writing following the consultation referred to at subclause 15.3(c)(iv) above, identifying which aspects of the Employee's performance are unsatisfactory and the required level of performance which must be reasonable; and
  - (ii) provide the Employee with a reasonable opportunity to address any concerns over a reasonable time.
- (e) The Employer will provide ongoing feedback on the Employee's performance during this period, including if the Employee's performance is not improving to a satisfactory standard, and will provide the Employee with all reasonable support, counselling and training.

## **16. Discipline**

### **16.1 Application**

- (a) Where an Employer has concerns about:
- (i) the Conduct of an Employee; or
  - (ii) a Performance issue that may constitute misconduct,
- the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause 16 as follows:
- (i) investigative procedure; and
  - (ii) disciplinary procedure.

- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause 16.

## 16.2 Definitions

- (a) **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (b) **Conduct** means the manner in which the Employee behaviour impacts on work.
- (c) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct reasonably expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.
- (d) **Serious misconduct** is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:
  - (i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;
  - (ii) conduct that causes serious and imminent risk to:
    - A. the health or safety of a person; or
    - B. the reputation, viability or profitability of the Employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
  - A. theft; or
  - B. fraud; or
  - C. assault;
- (iv) the Employee being intoxicated at work;
- (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Subclauses 16.2(d)(iii) to 16.2(d)(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

## 16.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct or Performance are well-founded and

supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.

- (b) The Employer will:
  - (i) advise the Employee of the concerns and allegations in writing;
  - (ii) provide the Employee with any material which forms the basis of the concerns;
  - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
  - (iv) advise the Employee of their right to have a representative, including a Union representative;
  - (v) ensure that the reason for any interview is explained; and
  - (vi) take reasonable steps to investigate the Employee's response.

#### **16.4 Disciplinary procedure**

- (a) The disciplinary procedure applies if, following the investigation, the Employer reasonably considers that the Employee's Conduct or Performance may warrant disciplinary steps being taken.
- (b) The Employer will:
  - (i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
  - (ii) meet with the Employee.
- (c) In considering whether to take disciplinary action, the Employer will consider:
  - (i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;
  - (ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and
  - (iii) any explanation by the Employee relating to Conduct including any matters raised in mitigation.

#### **16.5 Possible outcomes**

- (a) Where it is determined after following the procedures in this clause 16 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance:
  - (i) counsel the Employee, with the counselling recorded on the Employee's personnel file;
  - (ii) give the Employee a first warning, which will be verbal with a record of the warning recorded on the Employee's personnel file;
  - (iii) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;

- (iv) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of conduct;
  - (v) terminate the Employee's employment on notice in the case of an Employee who repeats a course of conduct for which a final warning was given in the preceding 18 months;
  - (vi) terminate the Employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate; or
  - (vii) as an alternative to subclause 16.5(a)(vi) above and in those circumstances, the Employer may issue the Employee with a final warning without following the steps in subclauses 16.5(a)(i) to 16.5(a)(vi) above.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
  - (c) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.

#### **16.6 Discipline disputes**

A dispute over the clause 16 is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.



# **PART C- TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

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## **17. Types of Employment**

**17.1** Employees under this Agreement may be employed in any one of the following categories:

- (a) full-time Employees;
- (b) part-time Employees;
- (c) fixed term Employees; or
- (d) casual Employees.

**17.2** At the time of engagement the Employer will inform each Employee of the terms of their engagement, and in particular, whether they are to be full-time, part-time, fixed term or casual Employees.

## **18. Full-Time Employment**

An Employee who is required by the Employer to work full-time and is ready, willing and available to work the full number of hours as required by the Employer, will be paid the full weekly wage as prescribed by the Agreement irrespective of the number of hours worked not exceeding 38. Clause 47 (Hours of Work) and clause 48 (Accrued Days Off) also deal with the manner in which a full-time Employee works their hours.

## **19. Part-Time Employment**

**19.1** A part-time Employee is an Employee who:

- (a) works less than full-time hours of 38 per week (or less than 76 hours in a fortnight) and;
- (b) has reasonably predictable hours of work.

### **19.2 Minimum Engagement**

The minimum period of engagement of a part-time Employee is three (3) hours.

### **19.3 Pattern of work**

- (a) At the time a part-time Employee commences employment, the Employer and the part-time Employee will agree in writing on the following matters:
  - (i) a regular pattern of work, specifying at least the hours worked each day;
  - (ii) which days of the week the Employee will work; and
  - (iii) the actual starting and finishing times each day.
- (b) Any agreed variation to the regular pattern of work will be recorded in writing.

#### **19.4 Additional hours**

A part time Employee may be offered additional hours at the applicable ordinary time rates for the time worked, within the limits prescribed by this Agreement. A part-time Employee is entitled to decline an offer of additional ordinary hours. Where a part-time Employee is directed by the Employer to work reasonable additional hours, or works hours in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement, overtime rates will apply.

#### **19.5 Entitlements**

The terms of this Agreement apply to part-time Employees (except where a clause explicitly states that it does not apply to part-time Employees), on the basis that the ordinary weekly hours for full-time Employees are 38, including:

- (a) payment at an hourly rate equal to 1/38th of the weekly rate appropriate for the Employee's classification;
- (b) accrued paid leave, Family Violence Leave and Professional Development Leave on a pro rata basis, including on any additional ordinary hours.

## **20. Casual Employment**

**20.1** A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements, without the requirement of prior notice by either the Employer or the Employee, but does not include an Employee who could properly be classified under clause 18- Full-time employment, clause 19 - Part-time employment or clause 22 - Fixed term employment. The minimum period of engagement of a casual Employee is three (3) hours.

**20.2** A casual Employee will be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25% and for all work done on Saturday, Sundays and public holidays an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 75%.

**20.3** In addition a casual Employee will be entitled to receive the appropriate uniform and other allowances contained in this Agreement.

**20.4** The provisions of clause 24 (Termination of Employment), clause 59 (Annual Leave), clause 62 (Personal/Carer's Leave) except in so far as it expressly applies to casual Employees, and clause 72 (Long Service Leave), will not apply in the case of a casual Employee.

**20.5** The list in subclause 20.4 is not intended to be exhaustive and relevant clauses should be referred to to determine any casual entitlement.

## 21. Casual Conversion

- 21.1** Where a casual Employee has worked shifts on a regular and systematic basis over a period of 26 weeks or more, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- 21.2** An Employee will not be considered to be rostered on a regular and systematic basis where the shifts the Employee has been working are replacing an Employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal leave) or a flexible work arrangement.
- 21.3** Either the Employer or the Employee may request in writing the conversion of the Employee to full-time or part-time employment (whichever is applicable) and such a request will not be unreasonably refused by either party.
- 21.4** A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause 21.3, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause 21.4.
- 21.5** Where an Employee converts from casual to full or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in subclauses 21.1 and 21.2 above, and the provisions of clause 18 Full-time Employment or 19 Part-time Employment (whichever is relevant) will apply.
- 21.6** Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the Employer.

## 22. Fixed Term Employment

- 22.1** An Employee may only be employed on a fixed term basis where it is genuine fixed term employment as defined in subclauses 22.2 and 22.3.
- 22.2** **Genuine fixed term employment** is:
- (a) where the role is for a specific period or purpose and for one of the reasons set out at subclause 22.3; and
  - (b) is not where recurrent funding for the role may end or for a reason other than one specified at subclause 22.3 below.
- 22.3** Genuine fixed term employment can only be offered for the following purposes:
- (a) research projects which, for the purpose of this clause 22 means:
    - (i) there is a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe;

- (ii) the funding for the research project does not come from recurrent funding; and
  - (iii) there is no pattern of additional funding being provided or made available to extend the research project;
- (b) special projects. Indicative examples of special projects are:
  - (i) Specific, Timely Assessment and Triage project (the STAT project), a NHMRC funded project looking at reducing waiting times;
  - (ii) Language and Literacy project;
  - (iii) Organisational Compliance projects such as those arising from findings of the Royal Commission into Family Violence where Employers must comply with several recommendations within a time specified time frame;
- (c) backfilling an on-going Employee who has been temporarily seconded to another role;
- (d) graduate year positions;
- (e) replacing other Employees who are absent:
  - (i) on leave (including parental, long service or sick leave);
  - (ii) on WorkCover; or
  - (iii) by a flexible work arrangement;
- (f) any other genuine fixed term arrangement agreed to by the Union at its discretion.

**22.4** Nothing in this clause 22 requires an Employer to use fixed term employment for the purposes listed in subclause 22.3.

**22.5 Appointment**

In the letter of offer, the Employer will advise the Employee in writing of the reason the role is genuine fixed term employment, the duration of the fixed term and the rights of an incumbent Employee (if relevant).

**22.6 Duration of a fixed term contract**

A contract for genuine fixed term employment cannot be for a period greater than 2 years unless otherwise agreed to by the Union at its discretion.

**22.7 Further contract where role continues**

Where the role that is subject to the genuine fixed term employment will continue beyond the end of the contract, the Employer may offer to extend the fixed term employment for that role by a further contract where it:

- (a) is still genuine fixed term employment as described at subclause 22.2 and is appropriate in all the circumstances;
- (b) is still for a purpose listed at subclause 22.3; and

- (c) does not exceed two years or, when any preceding contract is also taken into account, does not result in the appointment exceeding 5 years in total as described at subclause 22.11(a)(ii).

*Example 1*

An Employee is engaged on a fixed term basis of 12 months as a parental leave replacement. Just prior to the end of the 12 month period, the incumbent Employee resigns. That is, the Employee on a fixed term contract is no longer replacing another Employee. Under these circumstances, the Employee engaged on a fixed term basis will not have the fixed term extended for a further period other than on a short term basis to allow the Employer to recruit to the role.

*Example 2*

An Employee is engaged on a fixed term basis of 2 years as a parental leave replacement. The incumbent applies for a further period of parental leave for another child. Under these circumstances, the Employer may offer to extend the fixed term appointment by a further contract.

- 22.8** Where an Employer proposes to offer an additional contract to extend employment in a role in accordance with subclause 22.7 which, if accepted, would result in an Employee being engaged in that role on a fixed term basis for more than 2 years in total, the Employer will, not less than one (1) month prior to the scheduled expiration of the fixed term contract, write to the Employee stating:
- (a) that the role will continue beyond the fixed term and the Employer proposes to extend the fixed term appointment by offering a further contract;
  - (b) the period of the proposed further contract;
  - (c) why the Employer considers the further fixed term appointment is genuine fixed term employment (within the meaning of this clause 22) and is appropriate in all the circumstances;
  - (d) that:
    - (i) the Employee is entitled to discuss the offer of a further contract with their representative which may be the Union; and
    - (ii) the Union covered by this Agreement will be notified of the proposed extension of the fixed term appointment but that personal information will not be disclosed; and
  - (e) that if the Employee or their representative (including the Union) disputes that the proposed contract is for genuine fixed term employment, either is entitled to notify a dispute under clause 14 (Dispute Resolution Procedure) of this Agreement.
- 22.9** Where an Employer proposes to offer an additional contract to extend employment in a role in accordance with subclause 22.7 which, if accepted, would result in an Employee being engaged in that role on a fixed term basis for more than 2 years in total, the Employer will , not less than one (1) month prior

to the scheduled expiration of the fixed term, the Employer will write to the Union stating:

- (a) the information described at subclause 22.8(a), (b) and (c); and
- (b) the classification, grade and Department/area of the genuine fixed term employment and the length of the fixed term appointment in total;

but will not disclose the personal information of the Employee without the Employee's consent.

**22.10** Where the Employer proposes a further contract to extend a fixed term employment in accordance with subclause 22.7 the Employer will, where requested by the Employee or the Union, meet to discuss the proposed extension of the fixed term employment by a further contract and provide the Employee and/or the Union with any relevant information relating to why the proposed extended fixed term employment is genuine fixed term employment.

**22.11 Conversion to permanent employment**

- (a) If:
  - (i) the period of fixed term contract exceeds two years, unless otherwise agreed to by the Union in accordance with subclause 22.6;
  - (ii) an Employee's total period of fixed term employment (where there has been more than one fixed term contract) exceeds 5 years;
  - (iii) the Employee engaged pursuant to this clause 22 is re-engaged within thirteen weeks (including the total period of accrued annual leave paid on termination);
  - (iv) in engaging a fixed term Employee or extending the fixed term engagement the Employer does not comply with this clause 22 or, in the case of the timeframes at subclauses 22.8 and 22.9, does not substantially comply with those timeframes; or
  - (v) the Employer has employed the Employee on more than 5 fixed term contracts;

the Employee will be deemed to have been originally employed under clause 18 - Full-time employment, or clause 19 - Part-time employment.

- (b) For the purpose of this subclause 22.11, **does not substantially comply** means that the Employer's failure to adhere to the prescribed timeframes is such that either or both the Employee and the Union cannot:
  - (i) give proper consideration to;
  - (ii) consult with the other on; and
  - (iii) seek advice on;

the proposed extension of fixed term employment and be satisfied that the fixed term employment offered is genuine fixed term employment within the meaning of this Agreement.

#### **22.12 Separate fixed term positions**

The provisions of subclauses 22.8 and 22.9 do not apply where an Employee applies for separate fixed term positions.

#### **22.13 Anti-avoidance**

Separate fixed term positions means positions that are genuine fixed term employment within the meaning of subclause 22.3 and which are genuinely separate and distinct, and does not include a single position that has been amended from one contract to the next.

#### **22.14 Consideration of Fixed term employment**

- (a) During the life of this Agreement, the matter of genuine fixed term employment will:
  - (i) be a standing agenda item of the WIC under clause 82 (Union Matters), and
  - (ii) be subject to review by the SDPPWG under clause 83 (Service Delivery Partnership Plan).
- (b) The Employer will consider whether it could utilise a permanent reliever rather than a fixed term Employee for long term leave relief.

**22.15** Employees engaged on a fixed term basis pursuant to this clause 22 will receive the pay, entitlements and other conditions a full-time Employee receives where their work accords with clause 18 (Full-Time Employment), otherwise they will receive the pay, entitlements and other conditions provided for a part-time Employee under clause 19.

### **23. Letter of Offer**

Before each new Employee commences employment, the Employer will provide each Employee with a letter of offer including the information set out in **Appendix 5**.

### **24. Termination of Employment**

*NOTE: this clause 24 only applies to full-time and part-time Employees unless otherwise indicated.*

- 24.1** In the event of termination of employment, four weeks' written notice must be given by the Employer.
- 24.2** The notice required by subclause 24.1 will be increased by one week if the Employee is over 45 years of age and has completed at least two years of continuous service.
- 24.3** An Employer may make payment in lieu of notice for part or all of the notice period. The payment in lieu of notice must equal or exceed the total of all amounts that the Employer would have paid had the Employee's employment

continued until the end of the required notice period, including superannuation. That payment must be calculated on the basis of:

- (a) the Employee's ordinary hours of work (even if not standard hours);
- (b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the Employee's contract of employment.

**24.4** An Employee (including a fixed term Employee) may terminate their employment by providing four weeks' notice to the Employer in writing. Subject to financial obligations imposed on the Employer by any legislation, if an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not provided by the Employee.

**24.5** Subclauses 24.1 to 24.3 do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct (as defined for the purposes of the Act).

**24.6** Subclause 48.4 deals with payments or deductions related to ADOs upon termination.

**24.7** Where the Employer has given notice of termination to an Employee, an Employee will be allowed:

- (a) if the termination is a result of redundancy, up to one day off without loss of pay during each week of notice for the purpose of seeking other employment; or
- (b) if the notice of termination is for any reason other than redundancy, up to one day off without loss of pay for the purpose of seeking other employment at times that are convenient to the Employee after consultation with the Employer.

## **25. Redundancy and Related Entitlements**

### **25.1 Arrangement**

This clause is arranged as follows:

- (a) Arrangement (subclause 25.1);
- (b) Definitions (subclause 25.2);
- (c) Redeployment (subclause 25.3);
- (d) Support to Affected Employees (subclause 25.4);
- (e) Salary Maintenance (subclause 25.5);
- (f) Preservation of accrued leave (subclause 25.6);
- (g) Relocation (subclause 25.7);
- (h) Employment terminates due to Redundancy (subclause 25.8); and



- (i) Exception to application of Victorian Government's policy with respect to severance pay (subclause 25.9).

## 25.2 Definitions

- (a) **Affected Employee** for this clause 25 means an Employee whose role will be redundant.
- (b) **Comparable Role** means an on-going role that:
  - (i) is the same profession as that of the Affected Employee's redundant position or if not, is in a profession acceptable to the Affected Employee;
  - (ii) is any of the following:
    - A. in the same clinical specialty as that of the Affected Employee's former position;
    - B. in a clinical specialty acceptable to the Affected Employee; or
    - C. a position that with the reasonable support described at 25.3(f), the Affected Employee could undertake;
  - (iii) is the same grade as the Affected Employee's redundant position;
  - (iv) takes into account the number of ordinary hours normally worked by the Affected Employee;
  - (v) is a Reasonable Distance from the Affected Employee's current work location;
  - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
  - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause 13 (Consultation) of this Agreement.
- (d) **Continuity of Service** means that the service of the Affected Employee is treated as unbroken. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) **Reasonable Distance** means a distance that has regard to the Affected Employee's original work location, current home address, capacity of the Affected Employee to travel, additional travelling time, effects of the personal circumstances of the Affected Employee, including family commitments and responsibilities and other matters raised by the Affected Employee, or assistance provided by their Employer.
- (f) **Redeployment Period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that Consultation under clause 13 is complete and that the Redeployment Period has begun.

- (g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.
- (h) **Relocation** means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (i) **Salary Maintenance** means an amount representing the difference between what the Affected Employee was normally paid prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

### 25.3 Redeployment

An Affected Employee whose role will be redundant will be considered for redeployment during the Redeployment Period.

- (a) Employee to be advised in writing
  - (i) The Affected Employee must be advised in writing of:
  - (ii) the date the Affected Employee's role is to be redundant;
  - (iii) details of the redeployment process;
  - (iv) the reasonable support that will be provided in accordance with subclause 25.3(f); and
  - (v) the Affected Employee's rights and obligations.
- (b) **Employer obligations**

The Employer will:

  - (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance; and
  - (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities.
- (c) **Employee obligations**

The Affected Employee must actively participate in the redeployment process including:

  - (i) identifying appropriate retraining needs;
  - (ii) developing a resume/CV to assist in securing redeployment; and
  - (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.
- (d) **Rejecting a Comparable Role**

Where an Affected Employee rejects an offer of redeployment to a Comparable Role (as defined in this clause 25), the Affected Employee may be ineligible for a departure package referred to at subclause 25.8.

(e) **Temporary alternative duties**

An Affected Employee awaiting redeployment may be transferred to temporary alternative duties within the same campus or, where part of the Affected Employee's existing employment conditions (or by agreement), at another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience, clinical area and profession.

(f) **Support for redeployment**

For an available role to be considered a Comparable Role, the Employer must provide the reasonable support necessary for the Affected Employee to perform the role which may include:

- (i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;
- (iii) support from educational staff in the clinical environment; and
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(g) **Where no redeployment available**

If at any time during the Redeployment Period it is agreed that it is unlikely that the Affected Employee will be successfully redeployed, the Affected Employee may accept a redundancy package. Where this occurs, the Affected Employee will be entitled to an additional payment of the lesser of 13 weeks or the remaining Redeployment Period.

(h) **Non-Comparable Role**

An Affected Employee may agree to be redeployed to a role that is not a Comparable Role.

**25.4 Support to Affected Employees**

The Employer will provide Affected Employees whose position has been declared redundant with support and assistance which will include, where relevant:

- (a) counselling and support services;
- (b) retraining;
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and
- (f) funding of independent financial advice for Affected Employees eligible to receive a separation package.

## **25.5 Salary Maintenance**

### **(a) Entitlement to Salary Maintenance**

An Affected Employee who is successfully redeployed will be entitled to Salary Maintenance where the Affected Employee's pay is reduced because the new role:

- (i) is a lower grade;
- (ii) involves working fewer hours; and/or
- (iii) removes eligibility for penalties, loadings and the like.

### **(b) Period of Salary Maintenance**

Salary Maintenance will be for a period of 52 weeks from the date the Affected Employee is redeployed except where the Affected Employee:

- (i) accepts another position within the Salary Maintenance period; and
- (ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

## **25.6 Preservation of accrued leave**

An Affected Employee entitled to Salary Maintenance will have:

- (a) the long service leave and annual leave they have accrued prior to the redeployment preserved. Specifically, the value of the leave and the number of hours accrued immediately prior to redeployment will not be reduced as a result of redeployment; and
- (b) the number of hours of personal leave they have accrued prior to redeployment preserved

## **25.7 Relocation**

### **(a) Employer to advise in writing of Relocation**

As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily or permanently relocate an Affected Employee, the Employer will advise the Affected Employee in writing of the decision, the proposed timing of the Relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:

- (i) ensure the Relocation is a Reasonable Distance, unless otherwise agreed;
- (ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the Relocation; and
- (iii) consult with the Union or other nominated Employee representative regarding the content of such information.

**(b) Entitlement to relocation allowance**

An Affected Employee is entitled to a relocation allowance where permanent or temporary Relocation results in additional cost to the Affected Employee for travel and/or other expenses.

**(c) Employee to provide written estimate**

The Affected Employee must make written application to the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

**(d) Payment**

- (i) The maximum relocation allowance payable by the Employer will be \$1900.00, paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 14 (Dispute Resolution Procedure).

**(e) Exceptions**

An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated to is a location to which they can be expected to be deployed as part of their existing employment conditions.

**(f) Fixed term Employees not excluded**

An Affected Employee on a fixed term contract who is relocated will be covered by the terms of this clause 25 for the duration of the fixed term contract.

**25.8 Employment terminates due to Redundancy**

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of Redundancy are set out in the *Public Sector Workplace Relations Policies 2015*. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

**25.9 Exception to application of Victorian Government's policy with respect to severance pay**

Where the Affected Employee's Employer secures for them a Comparable Role (as defined) with another Employer covered by this Agreement, which:

- (a) is within a Reasonable Distance of the work site of the redundant position;
- (b) provides Continuity of Service;
- (c) where the Comparable Role results in a loss of income, the salary maintenance at subclause 25.5 will be applied; and

- (d) where relevant, is consistent with the financial and other support provided to an internal redeployee;

the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.

## **26. Ending Employment During Parental Leave**

### **26.1 Communication during parental leave – organisational change**

#### **(a) Organisational Change - consultation**

Where an Eligible Employee (as defined in subclause 70.2) is on parental leave and the Employer proposes a change that will have a Significant Effect within the meaning of clause 13 (Consultation) of this Agreement on the Eligible Employee, including their pre-parental leave position, the Employer will comply with the requirements of clause 13 (Consultation) which include but are not limited to providing:

- (i) information in accordance with subclause 13.4; and
- (ii) an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 13.6.

Where the organisational change may result in the Eligible Employee's position being made redundant, the provisions in subclause 26.2 will also apply.

#### **(b) Other significant matters**

The Eligible Employee will endeavour to take reasonable steps as soon as practicable to inform the Employer about any significant matter that arises whilst the Eligible Employee is on parental leave that will affect the Eligible Employee's decision regarding:

- (i) the duration of parental leave to be taken;
- (ii) whether the Eligible Employee intends to return to work; and
- (iii) whether the Eligible Employee intends to request to return to work on a part-time basis.

#### **(c) Change of address**

The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 26.1.

### **26.2 Redundancy – proposed termination of Employment**

#### **(a) Employer to write to Employee**

Where, following the consultation in clause 13, an Eligible Employee is on parental leave when the Eligible Employee's role is declared redundant, the Employer will inform the Eligible Employee in writing of the following:

- (i) that the Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position;
- (ii) any available position/s for which the Employer believes the Eligible Employee may be qualified and suited, including those nearest in status and pay to the pre-parental leave position; and
- (iii) In the event that:
  - A. the available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position is not a Comparable Role within the meaning of subclause 25.2(b); or
  - B. there is no available position as described at subclause 26.2(a)(iii)A;
 the Eligible Employee may:
  - (1) continue the employment by electing to defer the commencement of the redeployment period in subclause 25.3 for the period of parental leave, including any extension agreed under subclause 70.12 (although nothing in this clause 26 stops a Comparable Role from being identified during parental leave, before the redeployment period); or
  - (2) consent to the termination of employment when the position is made redundant and receive the redundancy entitlements in accordance with subclause 25.8;
- (iv) in the event that the Eligible Employee is informed by the Employer of a Comparable Role, the consequences under subclause 25.3(d)(Rejecting a Comparable Role) of not accepting a Comparable Role; and
- (v) that the Eligible Employee is entitled to a representative which may be a Union representative.

**(b) Eligible Employee to advise Employer in writing**

- (i) The Eligible Employee will advise the Employer in writing whether:
  - A. the Eligible Employee consents to the proposed termination of employment during the period of parental leave due to redundancy;
  - B. where applicable, the Eligible Employee accepts redeployment into the available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position; or
  - C. the Eligible Employee elects to defer the commencement of

the redeployment period in subclause 25.3 (Redeployment) for the duration of parental leave;

within fourteen (14) days of receiving the Employer's written advice outlined at subclause 26.2(a) or if that is not practicable, as soon as practicable.

- (ii) The Employee will not be in breach of subclause 26.2(b)(i) if a failure to respond is reasonable in the circumstances.
- (iii) At any time during the parental leave the Eligible Employee may advise the Employer in writing that they consent to the proposed termination of employment during the period of parental leave due to redundancy.

**(c) Eligible Employee elects to remain employed**

Where the Eligible Employee does not consent to the proposed termination of employment during the period of parental leave due to redundancy, the parties (or representatives, which may be the Union) will discuss and agree how the Employer will communicate with the Employee during parental leave to maximise the likelihood of the Employee being offered a Comparable Role.

**(d) Comparable Role does not affect length of parental leave**

Where a Comparable Role or other position is accepted by the Employee the Employer will redeploy them to that role or position. In such a circumstance, the Employer will not require the Eligible Employee to vary the length of the parental leave and the Employee's right to request an extension to parental leave under subclause 70.12 is not affected.

*Example:*

An Eligible Employee's role is made redundant six months through a 12-month period of parental leave. The Eligible Employee elects to defer the commencement of the redeployment period. A Comparable Role is accepted by the Eligible Employee. The Eligible Employee is entitled to return to the Comparable Role at the end of the 12-month parental leave period or a longer or shorter period as agreed. The Employer may fill the Comparable role on a temporary basis (such as fixed term) until the end of the Eligible Employee's parental leave.

**(e) No Comparable Role by the end of parental leave**

- (i) Where the Eligible Employee has not accepted a Comparable Role or other position before the conclusion of parental leave:
  - A. the Employer will advise the Eligible Employee in writing of any available positions for which the Employee is qualified and suited, including those nearest in status and pay to the pre-parental leave position even if it is not a Comparable Role; and
  - B. the Employer will state whether, in its view, the available



position is a Comparable Role.

- (ii) Where the Eligible Employee does not wish to exercise the right to return to the available position, the Eligible Employee may elect to commence the redeployment period in clause 25.3 or terminate the employment on the basis of redundancy.

**(f) Calculation of payments**

- (i) Where an Eligible Employee's employment is terminated, in accordance with this clause 26, prior to returning to work from parental leave, any severance pay (including notice) and any other amount owing to the Employee will be based on the higher of:

A. the position the Eligible Employee held immediately before proceeding on parental leave; or

B. in the case of an Eligible Employee who transferred to a safe job pursuant to subclause 70.14, the position they held immediately before such transfer;

calculated at the hourly rate at the time the termination takes effect.

*Example:*

An Eligible Employee works 30 hours a week (Job A) prior to transferring to a safe job which is at a lower pay rate and is for only 25 hours a week (Job B). A wage increase occurs during the parental leave. Redundancy is calculated on the basis of Job A's rate of pay as increased during the period of parental leave and its greater number of hours per week.

- (ii) In the event that the Eligible Employee consents to the termination of employment due to redundancy during paid parental leave, the Eligible Employee will receive the full amount of paid parental leave and superannuation under subclauses 70.5 and 30.5.

**(g) Resignation does not affect redundancy payment**

Resignation by the Eligible Employee prior to returning to work does not affect the Employee's entitlement to a redundancy payment under subclause 25.8.

**(h) Redeployment period**

Where an Eligible Employee's role is made redundant during parental leave, and:

- (i) the Employee has not consented to the proposed termination of their employment during the period of parental leave due to redundancy; and/or

- (ii) the Eligible Employee has not accepted a Comparable Role or an available position for which the Eligible Employee is qualified and suited nearest in status and pay to the pre-parental leave position;

the redeployment period of 13 weeks in subclause 25.3 commences on the day after the Employee's parental leave ends.

## 27. Transition to Retirement

- 27.1** Employees may advise their Employer in writing of their intention to retire within the next five years from their Employer and may participate in a transition to retirement arrangement.
- 27.2** Transition to retirement arrangements may be proposed and, where agreed, implemented through:
- (a) a flexible working arrangement (see clause 96);
  - (b) an individual flexibility agreement (see clause 12);
  - (c) an agreement in writing between the parties; or
  - (d) any combination of the above.
- 27.3** A transition to retirement arrangement may include but is not limited to:
- (a) a reduction of working hours, i.e. part time employment;
  - (b) a job share arrangement; and/or
  - (c) working in a position at a lower status or rate of pay.
- 27.4** The Employer will consider, and not unreasonably withhold its approval of a request by an Employee to transition to retirement through:
- (a) using accrued Long Service Leave (**LSL**) or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status.

*Example:*

1. A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.

or;

- (b) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (**post transition role**), in which case:
  - (i) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (**preserved**

**LSL).** Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the post transition role until the preserved LSL hours are exhausted;

*Examples:*

1. An Employee's hourly rate of pay is reduced under this subclause 27.4(b) from \$35 to \$30. When the Employee takes LSL it will be paid at the rate of \$35 per hour until the preserved LSL is exhausted.
2. An Employee's hours of work are reduced under this subclause 27.4(b) from 32 hours per week to 24 hours per week. When the Employee takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.
3. An Employee's hourly rate of pay is reduced under this subclause 27.4(b) from \$40 to \$35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of \$40 per hour and they will be paid for 38 hours of LSL per week until the preserved LSL is exhausted.

- (ii) however, if the Employee's hourly wage rate in the post-transition role over time exceeds the wage rate of the pre-transition role, the higher wage rate will be used to calculate LSL.

## PART D - WAGES

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### 28. Wages and Wage Increases

**28.1** Weekly rates of pay prescribed by this Agreement will be increased by the amounts set out below:

- (a) 3.25% effective from the FFPPOA 4 August 2016;
- (b) 3.25% effective from the FFPPOA 1 November 2017;
- (c) 3% effective from the FFPPOA 1 November 2018; and
- (d) 3% effective from the FFPPOA 1 November 2019.

**28.2** The rates as amended by this Agreement are set out at **Appendix 2** of this Agreement.

**28.3** The above rates of pay will only come into operation on the approval of this Agreement by the Commission in accordance with the Act.

**28.4 Additional increases – Grade 1 Year 7, Grade 2 Year 4 and Grade 3 Year 4**

- (a) Effective from the FFPPOA 4 August 2016, the weekly rates of pay for the following AHP1 Classifications will be increased as follows:
  - (i) Grade 1, Year 7 - \$17.50 per week;
  - (ii) Grade 2, Year 4 (Grade 2 Year 5 in the case of Radiation Therapy Technologists) - \$17.50 per week; and
  - (iii) Grade 3, Year 4 - \$17.50 per week.
- (b) Effective from the FFPPOA 1 November 2017, the weekly rates of pay for the following AHP1 Classifications will be increased as follows:
  - (i) Grade 1, Year 7 - \$17.50 per week;
  - (ii) Grade 2, Year 4 (Grade 2 Year 5 in the case of Radiation Therapy Technologists) - \$17.50 per week; and
  - (iii) Grade 3, Year 4 - \$17.50 per week.
- (c) Uplifts for AHP2 Classifications are included in the rates set out at Appendix 2.

**28.5 Lump sum payment**

- (a) For all full-time and part-time Employees (including an Employee employed on a fixed term basis) whose employment is subject to the Agreement and were in the employ of the Employer as at 1 January 2016 a once off lump sum payment of \$1,561.00 per person (pro-rata for part-time Employees) will be payable.
- (b) For all full-time and part-time Employees (including an Employee employed on a fixed term basis) whose employment is subject to this Agreement and commenced employment with the Employer after 1 January 2016 and before

the FFPPOA 4 August 2016 a pro rata once off lump sum payment of \$1,561.00 per person (pro rata for part-time Employees) will be payable.

#### **28.6 Translation of some Chief and Deputy Chief rates**

An Employee who, immediately prior to the commencement of this Agreement, was in a position that was classified under the 2011 Agreement at:

- (a) Chief Grade 2 and the Employee was at the Year 2 increment;
- (b) Medical Imaging Technologist Deputy Chief Grade 2 and the Employee was at the Year 2 increment;
- (c) Chief Grade 4; or
- (d) Medical Imaging Technologist Deputy Chief Grade 4;

will continue to receive the same rate of pay they received under the 2011 Agreement immediately prior to the commencement of this Agreement and in addition will receive the wage increases identified at subclause 28.1 on this rate of pay whilst the Employee remains in that position.

## **29. Payment of Wages**

### **29.1 Frequency of payment**

- (a) The pay period will be weekly or fortnightly.
- (b) Wages will be paid not later than Thursday following the end of the pay period.

### **29.2 Method of payment**

Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee, unless otherwise agreed.

### **29.3 Payslip**

On or prior to pay day, the Employer will provide each Employee with a pay slip that states the amount of wages, any deductions, the net amount being paid and any other information prescribed by section 536 of the Act.

### **29.4 Payment on termination**

- (a) When notice of termination of employment has been given by an Employee or an Employee's employment has been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.
- (b) In circumstances other than those outlined in subclause 29.4(a) where an Employee's employment is terminated, payment of all wages and other monies owing to the Employee will be made to the Employee no later than Thursday following the end of the pay period in which the Employee's employment has terminated.

## 30. Superannuation

**30.1** The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause 30 is ancillary to and supplements those provisions.

### 30.2 Definitions

In this clause 30:

- (a) **Default Fund** means the First State Super (or any successor) while it provides a “MySuper product” as defined by the Act.
- (b) **Preferred Superannuation Fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (c) **Industry Superannuation Fund** means a complying superannuation fund, as defined in the *Superannuation Industry (Supervision) Act 1993*, that:
  - (i) has twenty or more participating employers;
  - (ii) excluding any independent directors, provides for half of the trustee board to be comprised of employee representatives and/or nominated by one or more trade unions and half of the trustee board to be comprised of representatives of participating employers; and
  - (iii) operates on a “not for profit” basis.

### 30.3 Superannuation contributions

The Employer will make superannuation contributions on behalf of an Employee to any of the following superannuation funds nominated by an Employee:

- (a) **HESTA** (Health Employees Superannuation Trust of Australia) or successor;
- (b) **First State Super** (First State Superannuation Funds) or successor; or
- (c) the Employee’s preferred superannuation fund where it is an Industry Superannuation Fund.

### 30.4 New Employee does not nominate fund

If the Employee does not nominate a fund, the Employer will pay the Employee’s superannuation contributions to the Default Fund.

### 30.5 Calculation of superannuation contributions

- (a) Superannuation contributions paid by the Employer will be calculated and paid on:
  - (i) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) of \$450 or more per month, calculated on the Employee’s pre salary packaging earnings; and

- (ii) any additional amounts consistent with the trust deed of the superannuation fund.
- (b) The Employer will also make a superannuation contribution on the paid parental leave at subclauses 70.5(a)(i) and 70.10(b)(ii), equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

### **30.6 Employee Contributions**

Subject to the terms of the relevant trust deed of the superannuation fund, an Employee may make additional contributions to their chosen superannuation fund and upon receiving written authorisation from the Employee, the Employer will deduct such contributions from an Employee's salary and will forward such contributions to the chosen fund.

## **31. Salary Packaging**

- 31.1** An Employee is entitled to salary package the current salary specified in Appendix 2 in accordance with the Employer's policy.
- 31.2** The Employee will compensate the Employer from within their salary for any Fringe Benefits Tax (**FBT**) incurred as a consequence of the Employee's requested salary packaging arrangement. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.
- 31.3** The Employee may elect to convert the amount packaged (or part) to salary for any reason, including where salary packaging ceases to be an advantage to the Employee because of subsequent changes to FBT legislation. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- 31.4** The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time. The Employer will notify the Employee where the charges levied are varied.
- 31.5** Employees who are considering salary packaging should seek independent financial advice. The Employer will not be responsible for the cost or outcome of any such advice.
- 31.6** Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Employee's pre-packaged rate of pay.

## **32. Accident Pay**

- 32.1** Subject to this clause 32, where an Employee is receiving a weekly payment of compensation in respect of an incapacity under the WIRC Act, the Employee

will receive accident make up pay equal to the ordinary time earnings they would ordinarily receive, less the amount of weekly compensation.

**32.2** Accident make up pay will only be payable to an eligible Employee whilst that Employee remains in the employment of the Employer.

**32.3** An Employer is not liable to pay accident make up pay:

- (a) in relation to an incapacity which occurred during the first two weeks of the employment unless such incapacity continues beyond the first two weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two weeks;
- (b) in relation to any injury, during the first five normal working days of incapacity. However, an Employee who contracts an infectious disease in the course of duty is entitled to receive workers' compensation therefore will receive accident pay from the first day of incapacity;
- (c) for any period that weekly payments under the Act cease;
- (d) whilst the Employee is on any other paid leave provided for in this Agreement;
- (e) unless the Employee has given notice in writing to the Employer of an injury as soon as practicable after the occurrence of the injury;
- (f) upon the death of the Employee.

**32.4** The maximum period or aggregate periods of accident make up pay for which the Employer is liable under this clause 32 is 39 weeks for any one injury.



## PART E – ALLOWANCES AND REIMBURSEMENTS

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### 33. Increases to Allowances

33.1 The following allowances:

- (a) the uniform allowance in clause 44;
- (b) the laundry allowance in clause 44;
- (c) the meal allowance in subclause 36.1;
- (d) the sleepover allowance in clause 40;
- (e) the night shift allowance in subclause 38.2;
- (f) the permanent night shift allowance in subclause 38.2; and
- (g) CATT on-call allowance in subclause 54.2.

will be increased in accordance with the wage increases in subclause 28.1.

33.2 Allowances as amended by this Agreement are set out at **Appendix 3** of this Agreement.

### 34. Sole Allowance

An Employee who is the only person employed in one of the below listed classifications, will be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of a AHP1 Grade 1, Year 1:

- Cardiac Technologist
- Child Psychotherapist
- Health Information Manager (Medical Record Administrator)
- Medical Imaging Technologist (Radiographer)
- Medical Librarian
- Music Therapist
- Nuclear Medicine Technologist
- Occupational Therapist
- Orthoptist
- Orthotist/Prosthetist
- Photographer or Illustrator (Medical Photographer or Illustrator)
- Physiotherapist
- Podiatrist
- Radiation Therapy Technologist
- Recreation Therapist
- Social Worker
- Speech Pathologist

## 35. Higher Qualifications Allowance

- 35.1** An Employee who holds an additional post graduate qualification which is of direct relevance to their current position or functional work area, will be paid an allowance of 7.5% of the AHP1 Grade 1, Year 3 rate.
- 35.2** An Employee who holds a doctorate which is of direct relevance to their current position or functional work area will be paid an allowance of 10% of the AHP1 Grade 1, Year 3 rate.
- 35.3** An Employee who receives an allowance under subclause 35.2 above cannot also receive an allowance under subclause 35.1 above.
- 35.4** The higher qualifications allowance is to be paid during all periods of leave except sick leave beyond 21 days and long service leave.
- 35.5 Definitions**
- (a) A **post graduate qualification** includes a qualification that has been assessed as a Bachelor Honours Degree, Graduate Certificate, Graduate Diploma or Masters Degree (or equivalent to any of these) under the Australian Qualifications Framework level 8 or 9 criteria.
- (b) A **doctorate** includes a qualification that has been assessed as a Doctorate (or equivalent) under the Australian Qualifications Framework level 10 criteria.

## 36. Allowances Related to Overtime and On-call

### 36.1 Meal Allowance

#### (a) Meals Allowance Where Overtime Worked

- (i) Except as provided at subclause 36.1(b) below, an Employee who works overtime will be paid the meal allowance specified at **Appendix 3** where the Employee works:
- A. more than one hour of overtime after the end of a rostered shift;
- B. more than two hours overtime when they have been recalled to duty; and/or
- C. more than four hours of overtime or recall.
- (ii) An Employee who qualifies for the meal allowance at subclause 36.1(a)(i)C will receive it in addition to the meal allowance at subclause 36.1(a)(i)A or 36.1(a)(i)B.

#### (b) Meals Allowance Where Overtime Worked – Exception

The meal allowance provisions in subclause 36.1(a) above will not apply where a meal is supplied to the Employee at the Employer's expense.

### 36.2 On-call Allowance

- (a) An on-call allowance of 2.5% of the AHP1 Grade 1, Year 2 rate will be paid to an Employee in respect of any 12 hour period or part thereof during which the Employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and finishing at the termination of ordinary duty on Friday.
- (b) The allowance will be 5% of the AHP1, Grade 1, Year 2 rate in respect of any 12 hour period or part thereof during which the Employee is on-call during the period commencing from the time of termination of ordinary duty on Friday and finishing at the commencement of ordinary duty on Monday, or any public holiday or part thereof.

### 36.3 Telephone Allowance

- (a) Where the Employer requires an Employee to purchase, install and/or maintain a telephone, whether it be a land-line or a mobile phone, for the purposes of being on-call the Employer will reimburse the purchase or installation costs and the subsequent rental charges or mobile phone charges on production of receipted accounts.
- (b) In lieu of paying an Employee the telephone allowance, an Employer may provide an Employee with a mobile phone for the purposes of being on-call and pay any costs and charges associated with it.

## 37. Higher Duties Allowance

*Note: An individual Employee does not need to perform the duties of the absent Employee for the entire period of the absence in order to access the higher duties allowance.*

An Employee required to assume the duties of another employee (**Absent Employee**) on a higher classification who is absent for five days or more will receive the higher duties allowance as follows:

- 37.1** where the Absent Employee is classified under this Agreement, not less than the minimum rate prescribed for the classification applying to the Absent Employee;
- 37.2** where the Absent Employee is not classified under this Agreement but there is a classification under this Agreement which would apply to the work performed by the Absent Employee if the Absent Employee was an Employee covered by this Agreement, the minimum rate prescribed for that equivalent classification under this Agreement; or
- 37.3** where the Absent Employee is not classified under this Agreement and subclause 37.2 above does not apply, 10% of the relieving Employee's base rate;

even where the period the Employee is required to assume the duties of the absent Employee is less than five days.

*Example:*

A Grade 3 Employee is absent for five (5) days. Two Grade 2 Employees are required to perform the duties of the absent Grade 3 Employee, one for 3 days and one for 2 days. Each Grade 2 Employee would be entitled to the higher duties allowance.

## **38. Shift Work Allowance**

- 38.1** In addition to any other rates prescribed elsewhere in the Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. will be paid an amount equal to 2.5% of the rate applicable to first year of experience after qualifications for that Employee per rostered period of duty.
- 38.2** Provided that in the case of an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they will be paid for any such period of duty the amount specified in **Appendix 3** for 'night shift', and provided further that in the case of an Employee permanently working on any such rostered hours of ordinary duty they will be paid for any such period of duty the amount specified in **Appendix 3** for 'permanent night shift'. Permanently working will mean working for any period in excess of four consecutive weeks.
- 38.3** The allowances payable pursuant to this clause 38 will be calculated to the nearest five cents, portions of a cent being disregarded.

## **39. Change of Shift Allowance**

- 39.1** An Employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more from the first, will be paid a change of shift allowance for each such change except as provided at subclauses 39.3 and 39.4 below.
- 39.2** The change of shift allowance will be an amount equal to 4% of the rate applicable to the first year of experience after qualifications for that Employee and is in addition to any other amount payable.
- 39.3 Exception – two contracted positions**
- The change of shift allowance is not payable where an Employee holds two contemporaneous, contracted, different positions with the same Employer and moving between those positions results in a change of shift pattern that would ordinarily invoke a change of shift allowance payment.
- 39.4 Exceptions – Employee requests change and 2 weeks off duty**
- The change of shift allowance is not payable where:
- (a) the Employee requests a change to the roster which creates a change of shift as described in subclause 39.1; or

- (b) there is at least two weeks of continuous approved leave between the relevant shifts which creates a change of shift as described in subclause 39.1.

**39.5** The allowances payable pursuant to this clause 39 will be calculated to the nearest five cents, portions of a cent being disregarded.

## 40. Sleepover Allowance

**40.1** Where the Employer requires an Employee to sleepover on the Employer's premises for a period outside that of the Employee's normal rostered hours of duty, the Employee will be entitled to the applicable amount for their classification set out in **Appendix 3**.

**40.2** This payment will be deemed to provide compensation for the sleepover and also to include compensation for all work necessarily undertaken by an Employee up to a total of one hour's duration. Any work necessarily performed by the Employee in excess of one hour during their sleepover will attract the appropriate overtime payment as specified in clause 52 (Overtime).

## 41. Travelling Allowance

### 41.1 Rates

The travelling allowance rates are as follows:

Engine capacity		Cents per kilometre
Ordinary car	Rotary engine car	
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	65 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	76 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	77 cents

### 41.2 Travel - Recall

- (a) An Employee required to use their vehicle for transport from home to place of work and return outside of normal hours will receive the allowance at subclause 41.1 for each kilometre travelled.
- (b) At the Employee's request, an Employee who is recalled to the Employer's premises for any purpose will be provided with transport (i.e. taxi or hire car) for the outward and return journeys and the Employer will be responsible for the cost.

### **41.3 Travel during normal working hours**

An Employee required to travel during normal working hours on Employer business will be:

- (a) provided with transport by the Employer and the Employer will be responsible for the cost; or
- (b) where the Employee agrees to use their own vehicle, receive the allowance at subclause 41.1 for each kilometre travelled on Employer business.

### **41.4 Reimbursement**

- (a) Approved fares incurred by an Employee in the performance of their duty will be reimbursed by the Employer.
- (b) Any road tolls reasonably incurred by an Employee when using the Employee's own vehicle under subclause 41.2 or 41.3, will be reimbursed by the Employer upon the production of appropriate evidence.

### **41.5 Parking**

An Employee undertaking travel under this clause 41 will be reimbursed for the cost of parking if that cost is incurred as a result of that travel.

## **42. Travel – Payment**

Where an Employee is required to travel on Employer business, or undertake travel that attracts the working away from home allowance in clause 43 (Working Away From Home), the time spent travelling will be treated as time worked and paid as:

- (a) ordinary time (where travel is during ordinary hours); and/or
- (b) overtime (where travel is outside ordinary hours);

in accordance with this Agreement.

#### *Example 1:*

An Employee works from 9am to 5pm at work site A. Just before 5pm the Employee is directed to travel to site B to perform overtime until 7pm and such a direction is reasonable. The Employee arrives at site B at 5:30pm to commence work. The Employee will be entitled to payment at the applicable overtime rates for 30 minutes of travel.

#### *Example 2:*

An Employee is required to work at a location that requires an overnight stay and will be paid the working away from home allowance. The Employee travels to the location during the Employee's ordinary hours. The time spent travelling is paid at ordinary rates.

## **43. Working Away From Home**

- 43.1** For each night an Employee is required by the Employer to be absent overnight from their usual place of residence, for example where an Employee cannot

reasonably travel from or back to their usual place of residence on the day on which they are required to work by the Employer, the Employer will:

- (a) pay the Employee the higher of the following:
  - (i) 2.5% of the AHP1 Grade 1, Year 2 rate per overnight period between Monday and Friday; or
  - (ii) 5% of the AHP1 Grade 1, Year 2 rate per overnight period that includes a Saturday, Sunday or Public Holiday; and
- (b) pay for all reasonably incurred expenses in respect to fares, meals and accommodation.

#### **43.2 Exception**

Subject to subclause 43.1, this clause 43 does not apply where an Employee voluntarily chooses for personal reasons to stay in the location prior to or after the day on which the Employee is required to work by the Employer.

### **44. Uniform and Laundry Allowance**

- 44.1** Where the Employer requires an Employee to wear any special clothing or uniform, the Employer must reimburse the Employee for the cost of purchasing such special clothing or uniform. The provisions of this subclause 44.1 do not apply where the special clothing or uniform is paid for by the Employer.
- 44.2** Notwithstanding subclause 44.1 above, the Employer may, by agreement with the Employee, pay a uniform allowance at the daily or weekly rate set out in **Appendix 3** (whichever is the lesser amount in total) when the Employee is expected to provide their own uniforms or coats. When such Employee's uniforms or coats are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance at the daily or weekly rate set out in **Appendix 3** (whichever is the lesser amount in total).

### **45. Damaged Clothing Allowance**

- 45.1** Where an Employee, in the course of their employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the Employer will be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.
- 45.2** This clause 45 will not apply in a case where the damage or soiling is occasioned by the negligence of the Employee.

### **46. Supervisor Allowance – Medical Technician and Renal Dialysis Technician Only**

- 46.1** A Medical Technician appointed to be responsible for supervising the work of other Medical Technicians will be paid at the rate of 7.5% of the rate of a Medical Technician at the fourth year of experience.

- 46.2** A Renal Dialysis Technician appointed to be responsible for supervising the work of other Renal Dialysis Technicians and/or in charge of a section or annexe of the service will be paid at the rate of 7.5% of the rate of a Renal Dialysis Technician at the fourth year of experience.



## PART F – HOURS OF WORK AND RELATED MATTERS

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### 47. Hours of Work

- 47.1** The hours for an ordinary week's work will be:
- (a) 38;
  - (b) an average of 38 per week in a two or four week period; or
  - (c) by mutual agreement an average of 38 per week in a five week period in the case of an Employee working ten hour shifts.
- 47.2** The hours for an ordinary week's work will be worked either:
- (a) subject to clause 48 (Accrued Days Off), in 152 hours per four week period worked as nineteen shifts each of eight hours; or
  - (b) by mutual agreement:
    - (i) in four days in shifts of not more than ten hours each; or
    - (ii) otherwise, provided that the length of any ordinary shift will not exceed ten hours.
- 47.3** Subject to the roster provisions, 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any one such week.
- 47.4** For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 28 (Wages and Wage Increases) and set out in Appendix 2 divided by 38. See subclause 48.1 for how this operates where an averaging system is used.
- 47.5** A paid leave day will be identical to a worked day. Nothing in this subclause 47.5 prevents an Employee from cashing out annual leave in accordance with subclause 60.4 (Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced).
- 47.6** Employees will be rostered so as to provide for four (4) days free from ordinary duty per fortnight including not less than two (2) consecutive days, unless otherwise mutually agreed between the Employer and the Employee. Any ADO (where relevant) is in addition to the days free from ordinary duty referred to in this subclause 47.6.

### 48. Accrued Days Off

**48.1 Meaning of 'accrued day off'**

An accrued day off (**ADO**) results from hours of work under subclause 47.1 whereby a full-time Employee:

- (a) is rostered to work more than 38 hours per week;
- (b) is paid 38 ordinary hours;

- (c) the difference between the hours worked and hours paid accrues towards a paid day off; and
- (d) an Employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 28 (Wages and Wage Increases) and set out in Appendix 2, and will be paid each week even though more or less than 38 ordinary hours are worked in that week.

#### **48.2 Accrual of ADOs**

- (a) All full-time Employees are entitled to an ADO. The Employer will not refuse a new full-time Employee an ADO.
- (b) The Employer will inform a new full-time Employee of the relevant department's work arrangements and provisions regarding hours of work and taking of ADOs.
- (c) A full-time Employee will work an average of 38 hours per week over a four week period as 19 shifts of 8 hours over four weeks. The Employee will be paid for 38 hours for each week (that is 7 hours and 36 minutes per day), and will work:
  - (i) 5 shifts of 8 hours each (40 hours per week) during three of the four weeks; and
  - (ii) 4 shifts of 8 hours each (32 hours in total) in one of the four weeks.
- (d) For the avoidance of doubt an Employee's ADO arrangement may provide for an Employee to take an ADO before the ADO has accrued in full.
- (e) An Employer and a full-time Employee may agree in writing to a different ADO arrangement to that in subclause 48.2(c).

*Example:*

A full-time Employee works 19 shifts of 10 hours over five weeks. The Employee is paid 38 hours for each week, even though the Employee works 4 shifts of 10 hours each (40 hours per week) during 4 of the 5 weeks. In one of the five weeks, the Employee works 3 shifts of 10 hours each (30 hours only) but is paid for 38 hours.

- (f) A full-time Employee may request to work their ordinary hours in a manner that does not accrue ADOs and the Employer will not unreasonably refuse the request.
- (g) **Deductions where leave is taken**
  - (i) Where a full-time Employee takes paid leave, the leave that will be deducted from the Employee's leave entitlement or accrual will be equal to the Employee's ordinary hours of work for the period of leave so that the Employee will accrue credit towards their ADO.

*Example:*

A full-time Employee's ordinary hours are worked as 19 shifts of 8 hours over four weeks. During a four week cycle the Employee takes annual leave for one week, with the Employee's ordinary hours of work for that week being 40. The Employee is paid for 38 hours for that week of annual leave (7 hours and 36 minutes per day for 5 days), however 40 hours of leave is deducted from the Employee's annual leave accrual for that week. The Employee will be entitled to a paid ADO of 7 hours and 36 minutes for the four week period that included the week of annual leave, with:

- 5 hours and 36 minutes of the ADO accrued from the 3 weeks the Employee worked; and
- 2 hours of the ADO accrued from the week of annual leave the Employee took (the 2 hour difference between the Employee's annual leave deduction and pay for that week.)

- (ii) Where a full-time Employee takes unpaid leave they will accrue the appropriate credit without pay for the ADO.

*Example:*

A full-time Employee's ordinary hours are worked as 19 shifts of 8 hours over four weeks. During a four week cycle an Employee works 18 shifts of eight hours and is on unpaid leave for one shift. The Employee will be entitled to an ADO of 7 hours and 36 minutes for the four week period that included the shift where the Employee was on unpaid leave, with:

- 7 hours and 12 minutes of the ADO being paid, accrued from the 18 shifts the Employee worked; and
- 24 minutes of the ADO being unpaid, accrued from the 1 shift the Employee was on unpaid leave.

### **48.3 ADOs and interaction with other periods**

- (a) Unless otherwise agreed, ADOs are to be taken during the normal 4 week or other cycle agreed to under subclause 48.2(c) in which the ADO is accrued (including leave periods).
- (b) ADOs on public holidays

See clause 58 (Public Holidays).

### **48.4 ADOs and termination of employment**

Upon termination of employment, if the full-time Employee has:

- (a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the amount payable to the Employee will be reduced by the total ADOs or portion taken in advance; and
- (b) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs.

*Examples:*

1. A full-time Employee has accrued 6 hours towards an ADO at the time of termination. The Employer will, in addition to any other outstanding entitlements, make payment to the Employee for an amount equal to 6 hours pay.
2. A full-time Employee has taken a full ADO of 7.6 hours, but has only accrued 3 hours towards this ADO at the time of termination. The Employer will reduce the amount payable to the Employee upon termination by an amount equal to 4.6 hours pay.

## **49. Breaks**

### **49.1 Meal Interval**

- (a) A meal interval of not more than 60 minutes will be allowed during each rostered period of duty (Monday to Friday inclusive) to Employees other than those working shift duty which will not be counted as time worked.
- (b) A meal interval of not more than 30 minutes per shift will be allowed whenever possible for Employees rostered for shift duty and will be counted as time worked whether or not the meal interval is taken.

### **49.2 Rest/Tea breaks**

An Employee will be entitled to a paid ten minute tea break for each 4 hours of duty or part thereof at a time suitable to the Employer which will be counted as time worked.

*Examples:*

1. An Employee working a 6.5 hour shift is entitled to two ten minute tea breaks.
2. An Employee working a 4 hour shift will be entitled to one ten minute tea break.

## **50. Roster**

A roster setting out hours of duty, on-call requirements, meal times, commencing times, finishing times, weekend duty, night duty and other such duty as in accordance with this Agreement will be posted in such place or places as to allow an Employee covered by this Agreement to have ready access to the roster while at work, which may include ready electronic access. The roster will be posted at least three days prior to becoming effective. It will only be altered on account of sickness or other pressing emergency.

## **51. Rates for Saturdays and Sundays**

- 51.1** All rostered time of ordinary duty performed on Saturday and Sunday will be paid for at the rate of time and a half.
- 51.2** Where Saturday and Sunday duties are required to be carried out in excess of the week's work such duties are to be paid at the rate of double time.

- 51.3** Any recall to duty on a Saturday or Sunday will be paid in accordance with clause 52 (Overtime), clause 53 (Recall – Return to Workplace) and/or clause 54 (Recall – No Return to Workplace) as applicable.
- 51.4** Time off in lieu of overtime may be taken in accordance with subclause 52.7 this Agreement.

## **52. Overtime**

### **52.1 General**

The Employer may require an Employee to work reasonable overtime.

### **52.2 Employee may refuse to work unreasonable hours**

An Employee may refuse to work overtime where it would result in the Employee working unreasonable hours having regard to:

- (a) any risk to Employee health and safety from working the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the Employee is employed;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the Employer of any request or requirement to work the additional hours;
- (f) any notice given by the Employee of their intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h) the nature of the Employee's role, and the Employee's level of responsibility;
- (i) how frequently an Employee is required to perform overtime; and
- (j) any other relevant matter.

### **52.3 Overtime - meaning**

Overtime means work that is performed:

- (a) in excess of ordinary hours of work on any one shift;
- (b) in excess of the full-time ordinary hours described at clause 47 (Hours of Work), save for the exception at clause 56 relating to time worked during the daylight savings change over period; or
- (c) where a part-time Employee is directed to work additional hours but excluding an offer of additional ordinary hours as described at subclause 19.4 (Additional Hours).

### **52.4 Meaning of 'Authorised'**

Overtime is authorised where:

- (a) the Employee is required by the Employer to perform overtime;
- (b) it is approved, usually in advance, either verbally or in writing by the Employer;
- (c) the Employer requires the Employee to complete work that cannot reasonably be completed in ordinary time; or
- (d) the Employee has performed the overtime due to a demonstrable clinical need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance.

#### **52.5 Payment of Authorised Overtime**

Authorised overtime and recall to duty are to be paid as follows:

- (a) in excess of ordinary hours of work on any one shift – time and a half for the first two hours and double time thereafter;
- (b) outside the spread of twelve hours from the commencement of the last period of ordinary duty – double time;
- (c) on a Saturday or Sunday – double time;
- (d) outside the spread of ten hours from the commencement of work by an Employee rostered to work broken shifts – time and a half;
- (e) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts – double time;
- (f) where the Employee is recalled to duty during an off-duty period (whether on-call or not):
  - (i) within a spread of 12 hours from the commencement of the last period of ordinary duty – time and a half;
  - (ii) outside the spread of 12 hours from the commencement of the last period of ordinary duty – double time.

#### **52.6 Minimum payment in certain circumstances**

*Note: Minimum payment for recall is dealt with in clause 53.*

Where an Employee performs overtime, including rostered overtime, on a day that they do not otherwise perform work, such an Employee will be paid by the Employer a minimum of three hours' pay at the applicable overtime rates.

#### **52.7 Time in Lieu**

- (a) An Employee may, with the consent of the Employer, elect to take time off in lieu of payment for overtime worked (including where recalled to duty) for a period equivalent to the overtime worked, plus a period equivalent to the overtime penalty incurred or a combination of time off and payment to the same value.

*Examples:*

1. An Employee performs three hours of overtime outside the spread of twelve hours from the commencement of their last period of ordinary duty on a Monday. Under the Agreement these three hours would be paid at double time for a total payment of six ordinary hours. With the consent of the Employer, the Employee elects to take six hours of time off in lieu.
2. An Employee performs two hours of overtime in excess of their ordinary hours of work on a Wednesday. Under the Agreement these two hours would be paid at time and a half for a total payment of three ordinary hours. The Employee may, with the consent of the Employer, elect to take two hours of time off in lieu and receive payment for one hour.

- (b) Time off in lieu of overtime will be taken at a time mutually agreed between the Employer and the Employee, provided that the accrual of such time off will not extend beyond a 28 day period, unless otherwise agreed.
- (c) Where the time off is not taken within 28 days, the overtime worked will be paid in the next pay period, unless agreement has been reached under subclause 52.7(b).
- (d) The Employer will record time off in lieu arrangements.

#### **52.8 Transport**

In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee.

#### **52.9 Trainee Supervision**

Notwithstanding anything contained in clause 87 (Trainee Supervision), any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the Employer. Such overtime or shift duty will be subject to the rates and/or allowances provided elsewhere in the Agreement.

### **53. Recall – Return to Workplace**

- 53.1** The relevant rate for recall is at subclause 52.5 (Payment of Authorised Overtime) above.
- 53.2** An Employee who is recalled to duty, (whether on-call or not) where the work is not continuous with the Employee's next succeeding rostered period of ordinary duty will be paid:
  - (a) from the time of receiving the recall until the time of returning to the place from which the Employee was recalled; and
  - (b) a minimum of three hours' pay at the applicable overtime rates for each recall.

## **54. Recall – No Return to Workplace**

### **54.1 Non CATT areas**

- (a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 53 will not apply and such Employee will be paid a minimum of one hour of overtime for such recall work.
- (b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

### **54.2 Telephone recall CATT only**

- (a) Employees engaged in on-call/recall for the provision of a crisis response (CATT type function) will be paid an allowance which is set out at **Appendix 3**, for each on-call period of 12 hours or part thereof.
- (b) The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.
- (c) For work performed in excess of an aggregate of one hour during an on-call period, payment will be made at the normal overtime rate paid at the Employee's substantive classification and increment level.
- (d) Telephone attendance is to be regarded as recall to duty.
- (e) Only one Employee per team each night will be rostered on-call and in receipt of the allowance. No other team member (other than a psychiatrist) will be required or requested to provide out of hours service for that particular night.
- (f) Employees are to receive an uninterrupted break of at least eight hours between the end of the recall and the next shift. If the eight hour break is not observed double time will be paid until such break is observed.
- (g) The maximum period of on-call for CATT is to be twelve hours, with existing arrangements below the 12 hours not to be disturbed.
- (h) The Parties acknowledge the unique nature of the on-call requirements for crisis response (CATT type functions) and that it is not comparable to any other health care arrangement or setting.

## **55. Rest Period After Overtime/Recall – Ten Hour Break**

**55.1** When overtime, including recall, is necessary the Employee will have at least ten consecutive hours off duty between all bodies of work, subject to subclauses 55.3 and 55.4 below.

### **55.2 Release from duty**

An Employee who works so much overtime or recall between the end of the Employee's previous ordinary hours and the start of the next period of ordinary hours, that the Employee would not have at least ten consecutive hours off duty



between the end of the overtime or recall and the start of the next rostered period of ordinary hours will, subject to this clause 55, be released after completion of such overtime or recall worked until the Employee has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

### **55.3 Work without release from duty**

- (a) If, on the instructions of the Employer, an Employee resumes or continues work without ten successive hours off duty the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee will then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for rostered hours occurring during such absence.
- (b) If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 52 (Overtime). An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and sustenance matters.

### **55.4 Exception – recall work continuous with next rostered shift**

- (a) Subclauses 55.1 to 55.3 do not apply where:
  - (i) despite the recall, the Employee has had at least 10 consecutive hours off duty between their rostered periods of ordinary duty;
  - (ii) the period of recall is continuous with the next period of ordinary hours; and
  - (iii) the Employee does not work more than 2 hours recall.
- (b) Where subclause 55.4(a) applies, even though the recall is continuous with the next period of ordinary hours, an Employee will be entitled to a minimum 3 hour payment for the recall at the applicable overtime rates, and payment for the full period of ordinary hours. The Employee will also be entitled without loss of pay to attend to ablution and sustenance matters.

## **56. Daylight Savings**

*See also clauses 52 (Overtime) and 48 (Accrued Days Off).*

- 56.1** Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the applicable ordinary time rate of pay (including any applicable shift allowances, allowances ordinarily payable in respect of the shift and special rates for Saturdays and Sundays).

*Examples:*

1. An Employee is rostered to work an eight hour night shift from 11pm through to 7am (including a paid 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Employee therefore works 7 hours. The Employee is paid 7 hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays).

2. An Employee is rostered to work a ten hour night shift from 9pm through to 7am (including a paid 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Employee therefore works 11 hours. The Employee is paid 11 hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays). No overtime is paid for the additional hour worked.

- 56.2** For the purpose of calculating accrued days off, Employees who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster.

## **57. Make-up Time**

- 57.1** Notwithstanding provisions elsewhere in this Agreement an Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 57.2** An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

## PART G –PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

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### 58. Public Holidays

**58.1** For the purposes of this clause 58 **Weekend Worker** means any Employee who in any one year of employment works a portion of their ordinary hours on a weekend.

#### **58.2 Entitlement**

- (a) An Employee will be entitled to holidays on the following days:
- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day; and
  - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

#### **58.3 Holidays in lieu**

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.

#### **58.4 Additional days**

Where public holidays are declared or prescribed on days other than those set out in subclause 58.2 and subclause 58.3 above in Victoria or a locality thereof, those days will, as applicable, constitute additional holidays for the purpose of this Agreement.

#### **58.5 Substitution of public holidays by agreement**

- (a) The Employer and the Employees may agree to substitute another day for any prescribed in this clause 58. For this purpose, the consent of the majority of affected Employees will constitute agreement.
- (b) An agreement pursuant to subclause 58.5(a) will be recorded in writing and be available to every affected Employee.

**58.6** Employees rostered to work on public holidays and who fail to do so will not be entitled to holiday pay for the said holiday.

- 58.7** If an Employee works on any of such holidays or such holiday occurs on their rostered day off they will be paid at the ordinary time rate of pay for the time so worked, in addition to which they will be entitled to receive:
- (a) within four weeks following the date on which such holiday occurred;
    - (i) one and a half extra day's pay;
    - (ii) one and a half days off in lieu thereof of which at least seven days' notice will be given;
    - (iii) one and a half days will be added to their annual leave;
  - (b) in the case of an Employee not qualifying for annual leave and where none of the provisions of subclause 58.7(a) above have been applied the one and a half days' pay will be added to the payment in lieu of annual leave; and
  - (c) one and a half times the ordinary time rate of pay for any work done in excess of eight hours.
- 58.8** In respect of Easter Saturday, an Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, will be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the Employee may take one day off in lieu or have one day added to their annual leave.
- 58.9** Notwithstanding the earlier provisions of this clause 58 a Weekend Worker who works on any of the holidays set out in subclause 58.2, will be entitled (in lieu of any entitlement under subclause 58.3) to one and a half extra days' pay on the first pay day following the end of the pay period during which the holiday falls.
- 58.10** If, at the end of the yearly period in respect of which their annual leave accrues such Weekend Worker does not become entitled to additional leave under subclause 59.2(a)(i) they will, at the option of the Employer, be entitled to one and a half extra days' pay or one and a half extra days' annual leave for each such holiday on which they were rostered off.
- 58.11** Where an Employee's accrued day off falls on any such public holiday, a substitute day will be determined by the Employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.
- 58.12** Notwithstanding the provisions of subclause 58.3, with the exception of Easter Saturday, an Employee who is ordinarily not required to work on a Sunday or Saturday will not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless they are required to work on any such public holiday.

## **59. Annual Leave**

### **59.1 Period of leave**

- (a) An Employee will be entitled to 152 hours leave on ordinary pay per year of continuous service with the Employer.
- (b) Annual leave accrues progressively during a year of continuous service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (c) A part-time Employee accrues annual leave on a pro rata basis.

### **59.2 Additional leave**

#### **(a) Weekend worker**

- (i) An Employee who is a Weekend Worker (as defined in subclause 58.1) who works for more than four ordinary hours on 10 or more weekends per year of continuous service is entitled to an additional 38 hours' annual leave (pro rata for part-time Employees) on the same terms and conditions.
- (ii) The provisions of this subclause 59.2(a) have the same effect and give an Employee an entitlement to annual leave that is the same as the Employee's entitlement under the National Employment Standards relating to shiftworkers under section 87(1)(b)(ii) of the Act.
- (iii) An Employee's entitlement to annual leave under this subclause 59.2(a) operates in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit.
- (iv) A Weekend Worker whose employment is terminated at the end of a period of employment which is less than one year from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave, will be paid an amount equal to 1/48th of their ordinary pay in respect of that period of employment.
- (v) The entitlement in subclause 59.2(a) is additional to the On-Call and Rostered Overtime entitlement provided by subclause 59.2(b), but both entitlements cannot be claimed for the same bodies of work.

#### **(b) On Call and Rostered Overtime**

- (i) An Employee who is rostered on-call or who performs rostered overtime for more than four (4) hours on 10 or more weekends per annum will be entitled to an additional 38 hours annual leave (pro rata for part-time Employees). This entitlement is in addition to the Weekend Worker entitlement provided by subclause 59.2(a), but both entitlements cannot be claimed for the same bodies of work.

- (ii) Leave loading does not apply to leave accrued under subclause 59.2(b) above.

### **59.3 Time of taking leave**

- (a) Annual leave will be taken for a period agreed between the Employee and the Employer. An Employee may access accrued annual leave prior to the completion of a year of service.
- (b) The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave, including a request to take single day or part day periods of annual leave.
- (c) The Employer will not revoke an authorisation already given for an Employee to take annual leave.
- (d) Where an Employee applies for annual leave the Employer will respond to such an application as soon as possible, but no later than four weeks after the application has been made.
- (e) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternative leave days within the 4 week period in subclause 59.3(d).

### **59.4 Leave in advance**

- (a) The Employer may allow an Employee to take annual leave in advance of accrual.
- (b) Where an Employee remains in annual leave debt upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment.

### **59.5 Payment on termination**

If, when the employment of an Employee ends, the Employee has a period of untaken accrued annual leave, the Employer must pay to the Employee the amount that would have been payable to the Employee had the Employee taken that period of annual leave, including any annual leave loading.

### **59.6 Payment for Leave**

- (a) Employees will receive their ordinary pay and any amount required by subclause 59.6(b) (Annual leave loading or penalties) for the Employee's ordinary hours of work in the period of annual leave.

#### **(b) Annual Leave loading or penalties**

In addition to ordinary pay an Employee will receive the higher of:

- (i) leave loading of 17.5% calculated on the relevant wage rate prescribed in Appendix 2, subject to the cap at subclause 59.6(c); or
- (ii) the payments listed below which the Employee would have received had the Employee not been on leave:

- A. shift allowances (clause 38); and
- B. rates for Saturday and/or Sunday (clause 51).

**(c) Calculating leave loading or penalties**

- (i) Leave loading under subclause 59.6(b)(i) is payable on:
  - A. the annual leave accrued and accumulated under subclause 59.1; and
  - B. the Employee's weekly ordinary pay during periods of annual leave, subject to the cap (as defined in subclause 59.6(c)(ii)).
- (ii) The cap under subclause 59.6(c)(i)B above is the weekly rate prescribed by this Agreement for AHP1 Grade 3, Year 1.
- (iii) To determine which payments the Employee would have received had the Employee not been on leave for the purpose of subclause 59.6(b)(ii), this will be done either by using:
  - A. the projected roster, being the roster the Employee would have worked had they not been on leave; or
  - B. where there is no projected roster, the rosters for the three months immediately preceding the leave excluding any period during which the Employee was not on the roster (for example, because of attendance at approved professional development or another form of paid leave).

**59.7 Excess Annual leave**

Notwithstanding subclause 59.3 above, the Employer may, upon the provision of 10 weeks' notice, direct the Employee to take up to one quarter of the Employee's accrued annual leave entitlement, provided that the Employee has in excess of 304 hours' annual leave accrued (pro rata for part-time Employees).

**59.8 Employee not taken to be on paid annual leave at certain times**

**(a) Public Holidays**

*See also clause 58 (public holidays)*

If an Employee takes paid annual leave during a period that includes a public holiday, the Employee is taken not to be on paid annual leave on that day and annual leave will not be deducted from an Employee's accrual for that day.

**(b) Other Periods of Leave**

*See also clause 62 (Personal/Carers Leave) and 67 (Compassionate Leave)*

- (i) An Employee may take other types of leave, such as personal leave or compassionate leave whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on other leave and the Employee's paid annual leave accrual will be

amended to reflect this. That is, annual leave will not be deducted from an Employee's annual leave accrual for the time the Employee is on the other leave. These provisions do not apply to unpaid parental leave.

- (ii) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 62 (Personal/Carers Leave).
- (iii) An Employee taking compassionate leave whilst on annual leave will provide the Employer with evidence in accordance with clause 67 (Compassionate Leave).
- (iv) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in subclause 59.6 (Payment for Leave). Where the Employee's employment with the Employer ends prior to the Employee taking the annual leave for the period for which the Employee has been paid an amount as annual leave loading in advance, that amount is not payable under subclause 59.5 (Payment on termination).

## **60. Cashing Out of Annual Leave**

**60.1** An Employee may, with the consent of the Employer, choose to cash out paid annual leave in accordance with this clause 60.

### **60.2 Written request and written agreement**

An Employee wishing to cash out annual leave must make a written request to the Employer. Where the Employer agrees to that request, the Employee and the Employer will record the agreement in writing.

### **60.3 Terms of agreement must comply with terms**

- (a) A written agreement must comply with the following terms:
  - (i) paid annual leave must not be cashed out if the cashing out would result in the Employee having less than four weeks of accrued annual leave;
  - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee;
  - (iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading and superannuation to the Employee's nominated fund; and
  - (iv) an Employee cannot cash out more than four weeks paid annual leave in any 12-month period.



- (b) An Employee's accrued annual leave entitlement will be reduced by the amount of annual leave paid out.

**60.4 Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced**

A part-time Employee who has reduced their EFT fraction, may request to cash out accrued annual leave in conjunction with taking a period of annual leave so that the total payment for the period is equivalent to the previous EFT fraction. The request and any agreement must comply with the requirements of subclause 60.3 above save that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks calculated using the new EFT fraction; and
- (b) the limit on cashing out no more than four weeks annual leave will not apply.

*Example:*

A part-time Employee recently reduced their contracted EFT from 32 hours per week to 16 hours per week. The Employee wishes to take two weeks annual leave. The Employee's payment for annual leave taken would be 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading.

The Employee has 160 hours of accrued annual leave (ie 5 weeks leave at their previous EFT, or 10 weeks' leave at their new EFT), before taking or cashing out any annual leave.

Subject to the Employee complying with this clause 60, the Employee may elect to cash out an additional 32 hours annual leave (plus annual leave loading), at the same time as taking annual leave, so that the total paid to the Employee during the period of leave is:

- 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading, for annual leave taken; plus
- 32 hours' pay, plus annual leave loading, for annual leave cashed out.

At the end of the annual leave period, the Employee retains 6 weeks' annual leave, at the Employee's part time hours. That is, the Employee will have:

160 hours accrued prior to the leave period, minus 32 hours taken, minus 32 hours cashed out = 96 hours (16 hours multiplied by 6 weeks) accrued annual leave at the end of the leave period.

## 61. Purchased Leave

*This clause 61 does not apply to casual Employees.*

- 61.1** An Employee may apply to purchase up to 20 working days (pro-rated for part-time Employees) additional paid leave in a twelve-month period at ordinary pay. The Employer will not unreasonably withhold approval of an application to purchase leave by an Employee. The additional paid leave is purchased through salary deductions made over the whole year. The amount deducted will correspond with the amount of leave purchased.

*Examples:*

1. An Employee who purchases an additional four (4) weeks leave will be paid 48/52 or 92.31% of their ordinary pay throughout the relevant 12 month period.
2. An Employee who purchases an additional two (2) weeks leave will be paid 50/52 or 96.15% of their ordinary pay throughout the relevant 12 month period.

- 61.2** Purchased Leave may be taken in conjunction with other types of leave.
- 61.3** Purchased Leave must be used in the twelve-month period in which it is purchased.
- 61.4** Once approval has been granted, the Employee may only vary or cancel the arrangement in extraordinary circumstances.
- 61.5** Where the:
- (a) arrangement has been varied or cancelled because of extraordinary circumstances;
  - (b) Employee's employment terminates; or
  - (c) purchased leave has not been taken in the relevant 12 month period;
- the Employer will refund the amount of salary deducted in respect of any unused purchased leave as a lump sum. In the case of variation or cancellation, payment will be made no later than two pay periods following notification of the variation or cancellation.
- 61.6** Where the Employee's employment terminates and the amount of purchased leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.
- 61.7** Purchased leave:
- (a) counts as service for all purposes; and
  - (b) is not annual leave.

## 62. Personal/Carer's Leave

*This clause 62 does not apply to casual Employees. The entitlements of casual Employees are set out in clause 63 (Casual Employment – Caring Responsibilities).*

### 62.1 Amount of Paid Personal Leave

- (a) An Employee is entitled to the following amount of paid personal leave:
  - (i) 91 hours and 12 minutes (12 days) in the first year of service;
  - (ii) 106 hours and 24 minutes (14 days) in each year in the second, third and fourth years of service; and
  - (iii) 159 hours 36 minutes (21 days) in each year in the fifth and following years of service.

A 'day' equals 7 hours and 36 minutes in this clause 62.

- (b) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.
- (c) A part-time Employee accrues personal leave on a pro-rata basis.
- (d) The Employer may, at its discretion, credit personal leave in advance of accrual to an Employee.
- (e) **Service**

In subclause 62.1(a), **service** includes service with an employer referred to in subclauses 62.8(b)(i) or (ii), including an Employer covered by this Agreement and a registered community health centre, subject to the Employee meeting the evidence requirements of subclause 62.8(c).

### 62.2 Payment for leave

- (a) Payment will be made based on the Employee's ordinary pay for the ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (b) An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted from the Employee's accrued personal leave including, where relevant, for a part day.

### 62.3 Access to paid personal leave

Subject to the conditions set out in this clause 62, an Employee may take paid personal leave if the leave is taken:

- (a) due to personal illness or injury (sick leave); or
- (b) to care for or support a member of the Employee's immediate family or household because of:
  - (i) a personal illness or injury affecting them; or
  - (ii) an unexpected emergency affecting them (carer's leave).

**62.4** In normal circumstances an Employee must not take carer's leave under this clause 62 where another person has taken leave to care for the same person.

**62.5 Sick leave**

**(a) General**

An Employee may take personal leave for the reasons described at subclause 62.3(a) above and 62.5(b) below.

**(b) Personal Leave to Attend Appointments**

An Employee may use up to one week (38 hours) of personal leave (pro rata for part-time Employees), in aggregate, in any year of service for reasons other than those described at subclause 62.3 on account of a disability or where the Employee is required in the circumstances to attend a Registered Health Practitioner.

*Example:*

An Employee may use their personal leave to attend a Registered Health Practitioner on ten occasions of half a day each in any year of service provided that the total period will not exceed one week (38 hours).

**(c) Evidence requirements**

An Employee taking sick leave will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury or, in the case of leave taken to attend an appointment (see subclause 62.5(b)) evidence of attendance. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:

- (i) a medical certificate from a Registered Health Practitioner; or
- (ii) a Commonwealth or Victorian Statutory Declaration signed by the Employee.

The certificate or statutory declaration will be given to the Employer within 48 hours of the start of the absence or as soon as is reasonably practicable.

**(d) Exception to evidence requirement – single day absences**

An Employee may be absent for a single day without evidence of personal illness or injury as required at subclause 62.5(c) above, on not more than three occasions per year of service.

**(e) Exception – Additional shifts**

Where an Employee is absent due to illness or injury for an additional ordinary time shift, the Employee will provide a medical certificate. For the purpose of this subclause 62.5(e), an 'additional shift' is an ordinary time shift in addition to a part-time Employee's ordinary shifts in accordance with subclause 19.4 (Additional hours).

**(f) Notice requirements**

An Employee should inform the Employer of their absence at least 2 hours prior to the commencement of duty on the first day of absence, or otherwise as soon as is reasonably practicable, and of the estimated duration of the absence. Employees rostered for duty prior to 10.00am on the first day of absence will not be required to give notice before 8am.

**(g) Failure to provide notice of absence**

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice as required by subclause 62.5(f) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

**62.6 Carer's leave**

**(a) Evidence requirements**

The Employee must, if required by the Employer, establish by production of a Commonwealth or Victorian statutory declaration, a medical certificate from a Registered Health Practitioner or other evidence that would satisfy a reasonable person that a member of the Employee's immediate family or household has either:

- (i) an illness or injury; or
- (ii) an unexpected emergency;

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family violence as described at subclause 66.5(b).

**(b) Notice requirements**

- (i) The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence that includes:
  - A. the relationship to the Employee of the person requiring care or support;
  - B. the reasons for taking such leave; and
  - C. the estimated length of absence.
- (ii) If it is not reasonably practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence as soon as practicable.

**(c) Unpaid leave where accruals exhausted**

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is

entitled to take up to two days per occasion, provided the evidence requirements are met.

**(d) Failure to provide notice of absence**

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice as required by subclause 62.6(b) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

**62.7 Personal leave on a public holiday**

*See also clause 58 (Public Holidays)*

If the period during which an Employee takes paid personal leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal leave on that public holiday.

**62.8 Portability of Personal Leave**

- (a) For the purposes of this subclause 62.8 **allowable absence** means 13 weeks in addition to the total period of paid annual, long service and/or personal leave which the Employee actually receives on termination or for which they are paid in lieu.
- (b) Where an Employee is or has been in the service of:
  - (i) any hospital, benevolent home, community health centre, Society or Association registered under the *Health Services Act 1988* (or the former *Hospitals and Charities Act 1958*) or any successor legislation; or
  - (ii) the Cancer Institute (constituted under the *Cancer Act 1958*);and commences employment with an (or another) Employer, the Employer will credit the Employee's accumulated personal leave from the previous employer to the Employee in their new employment provided that the Employee complies with the requirements of subclause 62.8(c).
- (c) The Employee will, within two weeks of commencing with the new Employer, provide the new Employer with:
  - (i) A written statement from the previous employer specifying the personal leave credits at termination, such as a certificate of service;
  - (ii) A statutory declaration specifying what personal leave credits the Employee had at termination from their previous period of employment; or
  - (iii) Produce a written statement acceptable to the Employer as to what personal leave credits the Employee had at termination from their previous period of employment.

## 62.9 Infectious disease

- (a) An Employee who contracts an infectious disease in the course of their employment with the Employer and who is entitled to receive workers compensation will have any difference between workers compensation and the Employee's ordinary salary made up by the Employer for up to three months.
- (b) An Employee who contracts an infectious disease in the course of their employment with the Employer, who is not is not entitled to receive workers compensation and is certified by a Medical Practitioner approved by the Employer as having an infectious disease, will be paid their full pay during the necessary period off duty for up to three months.
- (c) Pay granted under this subclause 62.9 will not be deducted from the Employee's personal leave accrual.

## 62.10 St Vincent's Hospital

- (a) From the time this Agreement comes into operation, St Vincent's Hospital (Melbourne) Limited will:
  - (i) cease applying the income maintenance model described at clause 68 of the *Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011-2015*; and
  - (ii) start crediting personal leave to Employees at the rate described at subclause 62.1 relevant to the Employee based on that Employee's recognised continuous service.
- (b) This subclause 62.10 will not affect an Employee's anniversary date for determining their years of service for the purposes of personal leave accrual.
- (c) This subclause 62.10 will not operate to create a retrospective entitlement prior to the operation of this Agreement.

**Example:**

On the date this Agreement comes into operation, an Employee at St Vincent's Hospital (Melbourne) Limited has 3 years service with an employer referred to in subclauses 62.8(b)(i) or (ii). As such, from this date the Employee will accrue 106 hours and 24 minutes (14 days) of personal leave per year of service, until they reach 5 years service with an employer referred to in subclauses 62.8(b)(i) or (ii), at which time they will accrue 159 hours 36 minutes (21 days) of personal leave per year of service.

## 63. Casual Employment – Caring Responsibilities

- 63.1 Subject to the evidence and notice requirements that apply to carer's leave under clause 62, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:

- (a) a personal illness, or personal injury, affecting them;
- (b) an unexpected emergency affecting them; or
- (c) the birth of a child.

**63.2** The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to be unavailable to attend work for up to two days per occasion, which may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employee agree.

**63.3** A casual Employee is not entitled to any payment for the period of non-attendance.

**63.4** An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause 63. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

## **64. Fitness for Work**

**64.1** The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable. This responsibility includes compliance with Occupational Health and Safety legislation.

**64.2** Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace, so far as is reasonably practicable. This responsibility includes compliance with lawful and reasonable measures put in place by the Employer related to Occupational Health and Safety requirements.

**64.3** In the event the Employee's manager forms a Reasonable Belief as defined at subclause 64.4 below that an Employee is unfit to perform their duties, the manager will discuss their concerns with the Employee in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.

**64.4** In this clause 64 **Reasonable Belief** means a belief a reasonable person would hold based on sufficient evidence that supports a conclusion on the balance of probabilities.

**64.5** In this clause 64 **Treating Medical Practitioner** may, where relevant, include a psychologist.

**64.6** The Employer will:

- (a) take all reasonable steps to give the Employee an opportunity to address any concerns;
- (b) inform the Employee of their right to have a representative, including a Union representative, at any time when meeting with the Employer;



- (c) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and
  - (d) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.
- 64.7** Where, after discussion with the Employee, the Employer continues to have a Reasonable Belief that the Employee is unfit to perform the duties, the Employer may request that the Employee consent to the Employer obtaining a report from the Employee's Treating Medical Practitioner regarding the Employee's fitness for work. Where the Employee consents, the Employee will advise the Employer of the Employee's Treating Medical Practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the Reasonable Belief and a copy of all correspondence to the Employee's Treating Medical Practitioner requesting a report.
- 64.8** The Employee will provide a copy of the relevant report to the Employer.
- 64.9** The Employer and Employee will meet to discuss the relevant report.
- 64.10** Where the Employee's Treating Medical Practitioner indicates in the report that the Employee is fit for work this will be accepted by the Employer, except where the Employer continues to have a Reasonable Belief that the Employee is unfit for duty. In this circumstance, or where the Employee does not provide a report from their Treating Medical Practitioner, the Employer may require the Employee to attend an independent medical practitioner who is not employed by the Employer.
- 64.11** Where the Employee attends a medical practitioner under either subclause 64.7 or 64.10 above, the Employer will only seek information regarding the Employee's capacity for work and will not request confidential medical information.
- 64.12** Where the Employee attends a medical practitioner under either subclause 64.7 or 64.10 above, the Employer will:
- (a) provide to the Employee a copy of any correspondence to the medical practitioner and any resulting report;
  - (b) pay for the cost of the appointment and report;
  - (c) provide the Employee with a copy of any medical report it receives on the Employee's capacity or fitness for work;
  - (d) provide the Employee with paid leave to attend the medical practitioner without deduction from paid leave accruals or entitlements; and
  - (e) reimburse the Employee for any other reasonable costs incurred by the Employee in attending the medical practitioner, including the travel allowance in clause 41 (Travelling Allowance).

- 64.13** Nothing in this clause 64 prevents an Employer from taking any reasonable step to ensure a safe work environment in accordance with applicable legislation and this Agreement.
- 64.14** The Employer will respect an Employee's privacy and ensure that any personal information provided by the Employee or a medical practitioner under this clause 64 is kept confidential.

## **65. Reasonable Adjustments**

- 65.1** Where an Employee has a Disability (whether permanent or temporary) the Employer is required to make Reasonable Adjustments to enable the Employee to continue to perform their duties, subject to subclause 65.2 below.
- 65.2** An Employer is not required to make Reasonable Adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the Reasonable Adjustments are made.

### **65.3 Definitions**

- (a) **Disability** has the same meaning as section 4 of the *Equal Opportunity Act 2010* and includes:
- (i) total or partial loss of a bodily function;
  - (ii) presence in the body of organisms that may cause disease;
  - (iii) total or partial loss of a part of the body; or
  - (iv) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
- (b) **Reasonable Adjustments** has the same meaning as section 20 of the *Equal Opportunity Act 2010* and requires consideration of all relevant facts and circumstances including:
- (i) the Employee's circumstances, including the nature of the Disability;
  - (ii) the nature of the Employee's role;
  - (iii) the nature of the adjustment required to accommodate the Employee's disability;
  - (iv) the financial circumstances of the Employer;
  - (v) the size and nature of the workplace and the Employer's business;
  - (vi) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;

- (vii) the consequences for the Employer in making the adjustment;  
and
- (viii) the consequences for the Employee in not making the adjustment.

## 66. Family Violence Leave

*NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 4 (Definitions)*

### 66.1 General Principle

- (a) Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to Employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

### 66.2 Definition of Family Violence

For the purposes of this clause 66, family violence is as defined by the *Family Violence Protection Act 2008 (Vic)* which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
  - (i) is physically or sexually abusive; or
  - (ii) is emotionally or psychologically abusive; or
  - (iii) is economically abusive; or
  - (iv) is threatening; or
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause 66.2(a) above.

### 66.3 Eligibility

- (a) Paid leave for family violence purposes is available to all Employees with the exception of casual Employees.
- (b) Casual Employees are entitled to access leave without pay for family violence purposes.

#### **66.4 General Measures**

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Registered Health Practitioner, a Family Violence Support Service, district nurse, maternal and child health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses 66.5 and 66.6.
- (g) The Employer will develop guidelines to supplement this clause 66 and which details the appropriate action to be taken in the event that an Employee reports family violence.

#### **66.5 Leave**

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro rata for part-time Employees) for counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 66.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

## **66.6 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
  - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (iii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local Employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

## **67. Compassionate Leave**

### **67.1 When compassionate leave is available**

Compassionate leave is available under this clause 67 to an Employee if a member of the Employee's immediate family or household:

- (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
  - (b) dies
- (a "**permissible occasion**").

**67.2** If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### **67.3 Employees other than casual Employees**

The provisions of subclauses 67.4 to 67.6 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in subclause 67.7.

**67.4** Subject to the evidence requirements described at subclause 67.8, an Employee is entitled to up to four ordinary days' paid leave, on each permissible occasion.

**67.5** An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous four day period;
- (b) 2 separate periods that include at least one single day; or
- (c) any separate periods to which the Employee and Employer agree (which may include single days).

**67.6** An Employee is additionally entitled to take unpaid leave of up to four days on each permissible occasion. An Employee may take additional unpaid compassionate leave by agreement with the Employer.

### **67.7 Casual Employees**

Subject to the evidence requirements described at subclause 67.8, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassionate leave under this subclause 67.7 may be taken as:

- (a) a single continuous period;
- (b) two separate periods of one day each; or
- (c) any separate periods to which the Employee and Employer agree.

### **67.8 Evidence**

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

## **68. Pre-Natal Leave**

If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access their carer's leave credit under this Agreement. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

## **69. Pre-Adoption Leave**

An Employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the

unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

## **70. Parental Leave**

### **70.1 Structure of clause**

This clause 70 is structured as follows:

- (a) Structure of clause: subclause 70.1
- (b) Definitions: subclause 70.2
- (c) Long parental leave – unpaid: subclause 70.3
- (d) Short parental leave – unpaid: subclause 70.4
- (e) Paid parental leave: subclause 70.5
- (f) Notice and evidence requirements: subclause 70.6
- (g) Parental leave associated with the birth of a Child – additional provisions: subclause 70.7
- (h) Unpaid pre-adoption leave: subclause 70.8
- (i) Where placement does not proceed or continue: subclause 70.9
- (j) Special maternity leave: subclause 70.10
- (k) Variation of period of unpaid parental leave (up to 12 months): subclause 70.11
- (l) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 70.12
- (m) Parental leave and other entitlements: subclause 70.13
- (n) Transfer to a safe job: subclause 70.14
- (o) Returning to work after a period of parental leave: subclause 70.15
- (p) Replacement Employees: subclause 70.16
- (q) Communication during parental leave – organisational change: subclause 70.17
- (r) Keeping in touch days: subclause 70.18

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 68, flexible working arrangements which includes the right to request to return from parental leave on a part time basis at clause 96, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 69, breastfeeding at clause 71 and ending employment during parental leave at clause 26.

### **70.2 Definitions**

For the purposes of this clause 70:

- (a) **Child** means:
  - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
  - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (**Adopted Child**).
- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one employer including Institutions or Statutory Bodies (as defined at subclause 72.1), and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) **Eligible Employee** for the purposes of this clause 70 means an Employee who has at least 12 months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 70.3. A person taking Long Parental Leave under subclause 70.3 is the Primary Carer for the purpose of this clause 70.
- (g) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.
- (h) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 70.4.
- (i) **Spouse** includes a person to whom the Eligible Employee is married, a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

### 70.3 Long Parental Leave – Unpaid

- (a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:
  - (i) the leave is associated with:



- A. the birth of a Child of the Eligible Employee or the Eligible Employee's Spouse; or
  - B. the placement of a Child with the Eligible Employee for adoption; and
- (ii) the Eligible Employee is the Primary Carer.
- (b) The Eligible Employee must take the leave in a single continuous period.
  - (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclause 70.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.
  - (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave less any period of Short Parental Leave taken by the Eligible Employee.
  - (e) An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 70.11.

**70.4 Short Parental Leave – Unpaid**

- (a) This subclause 70.4 applies to an Eligible Employee who is a member of an Employee Couple.
- (b) An Eligible Employee who will not be the Primary Carer of a Child may take up to eight weeks' leave concurrently with any parental leave taken by the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.
- (c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 70.3 (if applicable).

**70.5 Paid Parental Leave**

*See also subclause 30.5 (Calculation of superannuation contributions).*

- (a) Upon an Eligible Employee commencing parental leave:
  - (i) a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave or 20 week's paid parental leave on half pay; and
  - (ii) a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;

save that an Eligible Employee who has taken Short Parental Leave does not also receive the Long Parental Leave entitlement at subclause 70.5(a)(i), even if the Eligible Employee later takes Long Parental Leave.
- (b) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).

- (c) The Employer and Eligible Employee may reach agreement on alternative arrangements as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (d) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child.
- (e) In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (f) The paid parental leave prescribed by this subclause 70.5 will be concurrent with any relevant unpaid entitlement prescribed by the NES/this Agreement.

**70.6 Notice and evidence requirements**

- (a) An Eligible Employee must give at least 10 weeks written notice, or if that is not practicable as soon as practicable, of the intention to take parental leave, including the proposed start and end dates.
- (b) At least four weeks before the intended commencement of parental leave, or if that is not practicable as soon as practicable, the Eligible Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 70.6(a), unless it is not practicable to do so.
- (c) Where requested by the Employer, the Eligible Employee will also provide a Commonwealth or Victorian statutory declaration stating the intended particulars of any period of partner (or like authorised) leave sought and whether the Eligible Employee intends to be the Primary Carer or non-Primary Carer.
- (d) The Employer may require the Eligible Employee to provide evidence which would satisfy a reasonable person of:
  - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or
  - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (e) An Employee will not be in breach of this subclause 70.6 if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other unexpected circumstances. In these circumstances the notice and evidence

requirements of this subclause 70.6 should be provided as soon as reasonably practicable.

#### **70.7 Parental leave associated with the birth of a Child – additional provisions**

(a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.

##### **(b) Six weeks before the birth**

(i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable for them to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

(ii) Where a request is made under subclause 70.7(b)(i) and an Eligible Employee:

A. does not provide the Employer with the requested certificate within seven days of the request; or

B. within seven days after the request gives the Employer a medical certificate stating that the Eligible Employee is not fit for work;

the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.

(iii) Where a request is made under subclause 70.7(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in their present position during a stated period, subclause 70.14 (Transfer to a safe job) will apply.

#### **70.8 Unpaid pre-adoption leave**

*Employees' entitlement to pre-adoption leave is set out at clause 69 (Pre-adoption leave).*

#### **70.9 Where placement does not proceed or continue**

(a) Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee will notify the Employer immediately.

(b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where the Employer gives written notice under subclause 70.9(c).

- (c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.
- (d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

## **70.10 Special maternity leave**

### **(a) Entitlement to unpaid special birth-related leave**

- (i) An Eligible Employee is entitled to a period of unpaid special leave if they are not fit for work during that period because:
  - A. they have a pregnancy-related illness affecting them; or
  - B. they have been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child.
- (ii) An Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this subclause 70.10(a).
- (iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

### **(b) Entitlement to paid special birth-related leave**

- (i) A Eligible Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii) Paid special leave is paid leave up to the amount of paid leave available to Primary Carers under subclause 70.5(a)(i) (plus superannuation) based on the amount of leave taken.

*Examples:*

1. An Employee who takes six weeks paid special leave will be paid six weeks.
2. An Employee who takes 16 weeks will be paid the full amount of paid leave available to primary carers (10 weeks).

- (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 70.10(a)(i).
- (iv) Paid leave available to non-Primary Carers under subclause 70.5(a)(ii) will also apply in these circumstances.

**(c) Evidence**

If an Eligible Employee takes leave under this subclause 70.10 the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 70.10(a)(i) or 70.10(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

**70.11 Variation of period of unpaid parental leave (up to 12 months)**

(a) Where an Eligible Employee has:

- (i) given notice of the taking of a period of Long Parental Leave under subclause 70.3; and
- (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and
- (iii) the Eligible Employee has commenced the period of Long Parental Leave;

the Eligible Employee may change the period of parental leave on one occasion. Any change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this subclause 70.11 detracts from the basic entitlement in subclause 70.3 or subclause 70.11.

(b) If the Employer and Eligible Employee agree, the Eligible Employee may further change the period of parental leave.

**70.12 Right to request an extension of period of unpaid parental leave beyond 12 months**

(a) An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 70.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

**(b) Request to be in writing**

The request must be in writing and must be given to the Employer at least four weeks before the end of the available parental leave period.

**(c) Response to be in writing**

The Employer must give the Eligible Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

**(d) Refusal only on reasonable business grounds**

The Employer may only refuse the request on reasonable business grounds.

**(e) Reasons for refusal to be specified**

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

**(f) Reasonable opportunity to discuss**

The Employer must not refuse the request unless the Employer has given the Eligible Employee a reasonable opportunity to discuss the request.

**(g) Employee Couples**

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

- (i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
- (ii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts;
- (iii) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 70.3 in relation to the Child is reduced by the period of the extension.

**(h) No extension beyond 24 months**

An Eligible Employee is not entitled to extend the period of Long Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

**70.13 Parental leave and other entitlements**

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Parental Leave, save that taking that leave does not have the effect of extending the period of Parental Leave.

**70.14 Transfer to a safe job**

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that they are fit for work but it is inadvisable for the Employee to continue in their present position for a stated period (the **risk period**) because of:

- (i) illness or risks arising out of the pregnancy; or
- (ii) hazards connected with the position;

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

**(b) Paid no safe job leave**

If:

- (i) subclause 70.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;
- (ii) the Eligible Employee is entitled to Long Parental Leave; and
- (iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 70.6 for taking Long Parental Leave;

then the Eligible Employee is entitled to paid no safe job leave for the risk period.

- (c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's ordinary hours rate of pay for the Eligible Employee's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (e) If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.
  - (i) If the Eligible Employee has either:
    - A. not complied with the request from the Employer; or
    - B. provided a medical certificate stating that they are not fit for work;

then the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

**(f) Unpaid no safe job leave**

If:

- (i) subclause 70.14(a) applies to a pregnant Employee but there is no appropriate safe job available;
- (ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate);

the Employee is entitled to unpaid no safe job leave for the risk period.

### **70.15 Returning to work after a period of parental leave**

- (a) An Eligible Employee will endeavour to notify the Employer of their intention to return to work after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
  - (i) unless subclause 70.15(b)(ii) or subclause 70.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
  - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 70.14), to the new position;
  - (iii) if subclause 70.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 70.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 70.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 70.15(b) and 70.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Eligible Employee because:
  - (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or
  - (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause 70.

### **70.16 Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.
- (b) Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.



#### **70.17 Communication during parental leave – organisational change**

- (a) Where an Eligible Employee is on parental leave and the Employer proposes a change or makes a decision that will have a significant effect within the meaning of clause 13 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position and/or on the status, pay or location of the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 13 (Consultation) which include but are not limited to providing:
  - (i) information in accordance with subclause 13.4; and
  - (ii) an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 13.6.
- (b) The Eligible Employee will endeavour to take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.
- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 70.17.
- (d) The Eligible Employee's pre-parental leave position is:
  - (i) unless subclause 70.17(d)(ii) below applies, the position the Eligible Employee held before starting parental leave;
  - (ii) if, before starting parental leave, the Eligible Employee:
    - A. was transferred to a safe job because of their pregnancy; or
    - B. reduced their working hours due to their pregnancy;the position the Eligible Employee held immediately before that transfer or reduction.

#### **70.18 Keeping in touch days**

- (a) This clause 70 does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
  - (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;

- (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day;
- (iii) the day is not within:
  - A. if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
  - B. otherwise – 42 days after the date of birth, or day of placement, of the Child; and
- (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days.

The duration of the work the Eligible Employee performs on that day is not relevant for the purposes of this subclause 70.18(b).

- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 70.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave:
  - (i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 70.3; and
  - (ii) an extension of the period of Long Parental Leave under subclause 70.11.

## **71. Breastfeeding**

### **71.1 Paid break**

The Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

### **71.2 Place to express or feed**

The Employer will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an Employee to express breast milk or breastfeed a child in privacy.

### **71.3 Storage**

Appropriate refrigeration will be available in proximity to the area referred to in subclause 71.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

## 72. Long Service Leave

### 72.1 Definitions

For the purpose of this clause 72 the following definitions apply:

- (a) **Allowable period of absence** means 5 weeks in addition to the total period of paid annual and/or personal leave which the Employee actually receives on termination or for which the Employee is paid in lieu.
- (b) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in **Appendix 2**, at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of the Employee's death, and will include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave from the date such increase operates. Where a part-time Employee's hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), the 'normal weekly hours of work' will be calculated by taking an average over the preceding 12 months where this is more favourable to the Employee.
- (c) **Month** means a calendar month.
- (d) **Institution** means any health service, hospital or benevolent home, community health centre, society or association:
  - (i) named in **Appendix 1** of this Agreement;
  - (ii) created by or registered under the *Hospital and Charities Act 1958* or the *Health Services Act 1988*; and
  - (iii) the Cancer Institute constituted under the *Cancer Act 1958*.
- (e) **Statutory Body** means the Hospital and Charities Commission (Vic), the Health Commission of Victoria and/or the Victorian Nursing Council and successors.
- (f) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

### 72.2 Entitlement

An Employee, other than a casual Employee, will be entitled to long service leave with pay, in respect of continuous service with the Employer or continuous service with Institutions or Statutory Bodies as follows:

- (a) 6 months of long service leave on completing 15 years' continuous service; and
- (b) 2 months of long service leave on completing each period of 5 years of continuous service after the first 15 years of continuous service.

## **72.3 Taking of leave**

### **(a) When Leave is to be taken**

Long service leave will be granted by the Employer within six months from the date of the entitlement under subclause 72.2, save that:

- (i) long service leave may be postponed to a mutually agreeable date; or
- (ii) if agreement cannot be reached, the date will be determined by a member of the Commission provided that such a determination will not require leave to commence before six months from the date of such determination.

### **(b) How leave is to be taken**

Long service leave will be taken:

- (i) in one or more periods, with each period being not less than a week; or
- (ii) where it is taken as part of a transition to retirement arrangement, in any other way agreed upon by the Employer and Employee.

### **(c) Flexible taking of leave: double leave at half pay or half leave at double pay**

- (i) An Employee may make an application to the Employer to take:
  - A. double the period of long service leave at half pay; or
  - B. half the period of long service leave at double the pay.
- (ii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 72.3(c). The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- (iii) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under subclause 72.3(c)(i).
- (iv) Wherever it is practical to do so, the Employer will grant a request by an Employee to take double the long service leave at half pay or half long service leave at double the pay. If granting the request under this subclause 72.3(c) would result in an additional cost to the Employer, then it is not practical to grant an Employee's request.
- (v) Flexible taking of long service leave does not affect an Employee's continuous service recognised.

*Example:*

1. In the case of an Employee taking 12 months paid long service leave at half pay, 6 months will count towards the Employee's continuous service.
2. In the case of an Employee taking 3 months paid long service leave at double pay, 6 months paid leave will count towards the Employee's continuous service.

**(d) Long Service Leave in advance/accessing Long Service Leave after 10 years of continuous service**

In the case of an Employee who has completed at least ten years' service but less than fifteen years' service, the Employee may take pro rata long service leave. The time such leave is taken will be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement will not be unreasonably withheld by the Employer. In the event of any dispute over the timing of such leave, the dispute resolution procedure at clause 14 will apply.

**(e) Long Service Leave is inclusive of Public Holidays and Accrued days off**

*See also clauses 58 (Public Holidays) and 48 (Accrued Days Off)*

Long service leave is inclusive of any public holiday or ADO.

**72.4 Payment for period of leave**

- (a) Payment will be made in one of the following ways:
- (i) in full in advance when the Employee commences the leave;
  - (ii) at the same time as payment would have been made if the Employee had remained on duty; or
  - (iii) in any other way agreed between the Employer and the Employee.
- (b) Where an Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

**72.5 Calculating continuous service**

**(a) Service With More Than One Employer**

- (i) The continuous service of an Employee with an Institution or Statutory Body will include service for which long service leave or payment in lieu has not been received from one or more Institutions or Statutory Bodies, save that:

A. when calculating the aggregate of continuous service, any

period of employment with an Institution or Statutory Body of less than six months will be disregarded; and

- B. the onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A Certificate of Service in accordance with **Appendix 6** or a similar form will constitute acceptable proof. An Employer will provide an Employee whose employment is ending a Certificate of Service in accordance with **Appendix 6** upon request.

*Example:*

An Employee resigns after 10 years' service with Employer A. The Employee elects under subclause 72.8 to not receive payment in lieu of the 4 months Long Service Leave (LSL) that has accrued.

Within the allowable period (as defined above), the Employee commences employment with Employer B and provides a certificate of service to Employer B indicating they have 10 years service. After 5 years service with Employer B, the Employee wishes to take LSL. As the Employee has 15 years service with Employer B for the purposes of LSL (10 years of which is service that was accrued with Employer A) the Employee is entitled to take 6 months LSL.

- (ii) Where an Employee has received long service leave or a payment in lieu of long service leave from an Institution or Statutory Body (including an Employer covered by this Agreement) this does not alter the Employee's commencement date for the purpose of qualifying for long service leave under this clause 72.

*Example:*

An Employee, upon reaching 15 years' service with Employer A, resigns. The Employee receives payment in lieu of the 6 months Long Service Leave (LSL) that had accrued.

Within the allowable period, the Employee commences employment with Employer B. The 15 years' service with Employer A counts as service with Employer B for the purposes of LSL. The Employee is entitled to 2 months LSL after 5 years' service with Employer B. The Employee is not entitled to any further benefit for the period of service with Employer A.

**(b) Concurrent Service**

Concurrent service with Institutions and/or Statutory Bodies (including an Employer covered by this Agreement) remains separate and distinct until an Employee terminates employment with one Institution or Statutory Body, except where the Employee receives a payment in lieu of long service leave.

*Example:*

An Employee is employed at the same time by Employer A and Employer B.

The Employee accrues service towards LSL at each of Employer A and Employer B. If the Employee had been employed by Employer A for 11 years and Employer B for 8 years, the Employee can take LSL from Employer A, but would need to continue working at Employer B until the 10 years threshold was met.

If the Employee resigned from both Employer A and Employer B, and went to work for Employer C, the Employee could:

1. Transfer the 8 years' service with Employer B to Employer C; and
2. Have the accrued LSL from the 10 years' service with Employer A paid out in lieu on termination and therefore there is no longer any Long Service Leave obligation that can be transferred to Employer C.

**(c) Continuous service and its interaction with absences or interruptions in employment**

The absences or interruptions mentioned in this subclause 72.5(c) do not break an Employee's continuous service.

**(i) Periods that count towards continuous service**

The following periods count towards an Employee's period of continuous service:

- A. the taking of any paid leave (including annual leave, personal leave, parental leave and long service leave);
- B. any unpaid absence from work of not more than fourteen days in any year on account of illness or injury;
- C. any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- D. any absence on account of injury arising out of or in the course of the employment for a period during which an Employee is receiving accident pay under clause 32 (Accident Pay);
- E. any unpaid leave of absence of the Employee, including unpaid Parental Leave, where the absence is authorised in advance in writing by the Employer to be counted as service;
- F. any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001*; and
- G. a period of absence on community service leave under the Act.

(ii) **Periods that do not break continuous service but do not count towards continuous service**

The following periods do not break continuous service but do not count towards an Employee's continuous service unless they are so authorised in writing by the Employer:

- A. any other authorised period of absence or unpaid leave including unpaid parental leave under clause 70 (Parental Leave);
- B. any interruption arising directly or indirectly from an industrial dispute;
- C. any period between employment with one Institution or Statutory Body and another provided it is equal to or less than the allowable period of absence from employment;
- D. the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
- E. any absence on account of injury arising out of or in the course of the Employee's employment during which an Employee is not receiving accident make up pay or other paid leave; and
- F. any other absence from work of a pregnant Employee or an Employee adopting for a period not exceeding twelve months in respect of any pregnancy or adoption not covered by subclause 72.5(c)(ii)A above.

**72.6 Records**

The Employer will keep a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

**72.7 Transfer of business**

Where a transfer of business occurs, an Employee who worked with the old employer and who continues in the service of the new employer will be entitled to count their service with the old employer as service with the new employer for the purposes of this clause 72.

**72.8 Termination of Employment**

**(a) Basic entitlement at termination of employment**

An Employee with ten or more years of continuous service is entitled to payment in lieu of any untaken long service leave upon termination of employment equal to one thirtieth of the period of continuous service less any long service leave taken, except where an Employee who has completed at least ten but less than fifteen years continuous service makes the election at subclause 72.8(b) below.



**(b) Election for payment of entitlement or transfer of entitlement at termination**

An Employee who has completed at least ten but less than fifteen years' continuous service who intends to be re-employed by another Institution or Statutory Body may:

- (i) elect in writing that payment for accrued long service leave be deferred until after the Employee's allowable period of absence has expired; and
- (ii) where the Employee notifies the Employer in writing within the allowable period of absence that the Employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the Employee in respect of such leave. Where such written notice is not provided within the allowable period of absence the Employer will, upon the expiration of the allowable period of absence, make payment in lieu of long service leave as per subclause 72.8(a).

**(c) Payment in lieu of long service leave on the death of an Employee**

Where an Employee who has completed at least ten years' service dies while still in the employ of the Employer, the Employer will pay to the Employee's personal representative a sum equal to one thirtieth of the period of continuous service less any long service leave taken.

## **73. Blood Donors Leave**

The Employer will release Employees upon request to donate blood where a collection unit is on site or by arrangement at the local level.

## **74. Leave to Engage in Emergency Relief Activities**

**74.1** An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance is entitled to be absent from their place of employment for a period if the Employee's absence is reasonable in all the circumstances and the period consists of one or more of the following:

- (a) time when the Employee engages in the activity;
- (b) reasonable travelling time associated with the activity; and
- (c) reasonable rest time immediately following the activity.

**74.2** An Employee who wants an absence from their employment to be covered by this clause 74 must, as soon as practicable:

- (a) give their Employer notice of the absence; and
- (b) advise the Employer of the period, or expected period of the absence.

**74.3** An Employee who has given the Employer notice of an absence must give the Employer evidence that would satisfy a reasonable person that the absence is

because the Employee has been or will be engaging in an eligible community service activity.

## **75. Ceremonial Leave**

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer. Such approval will not be unreasonably withheld by the Employer.

## **76. Jury Service**

*NOTE: this clause 76 applies to all Employees*

**76.1** An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:

- (a) the amount paid by the state of Victoria in respect of attendance for jury service; and
- (b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.

**76.2** An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

## PART H– EDUCATION AND PROFESSIONAL DEVELOPMENT

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### 77. Professional Development Leave

- 77.1** A full-time Employee is entitled to five days' paid professional development leave per year, in addition to other prescribed leave entitlements. Part-time Employees have a pro rata entitlement. An Employee may utilise professional development leave for part of a single day.

*Example:*

An Employee may use their professional development leave to attend 10 half-day professional development activities in a year of service provided that the total period will not exceed 5 days.

- 77.2** To access the benefits of this clause 77 it is the responsibility of the Employee to make an application for this leave.
- 77.3** The leave is cumulative over two calendar years.
- 77.4** An application for this leave, nominating the preferred date(s) will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken and its applicability to the Employee's profession. The leave may be utilised for, but not limited to, research, home study, and attendance at seminars and conferences. An Employee may be required to report back on a seminar or conference, where they are allocated sufficient time during their ordinary hours of work to prepare for this.
- 77.5** The application must be made at least six weeks prior to the requested date(s) and will be approved by the Manager unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification to the applicant.
- 77.6** Where a request for professional development leave approved by the Employer:
- (a) is made by a full-time Employee and covers a period where the Employee is not rostered to work; or
  - (b) is made by a part-time Employee and falls on a weekend or after hours or would result in the part-time Employee not having four clear days free from ordinary duty if the day/s the Employee took the professional development leave are counted as day/s the Employee was not free from ordinary duty;

the Employer will provide time off in lieu for the period of the course. Time in lieu in this clause 77 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement that would normally be paid for such periods of duty.

- 77.7** The time taken by an Employee to engage in mandatory training provided by the Employer cannot be deducted from the Employee's professional development leave entitlement. Mandatory training means professional development and/or training that the Employer requires the Employee to undertake such as fire, workplace bullying and equal opportunity training or training that is necessary for an Employee to perform their position/role (such as learning how to use a new piece of equipment, or updates on new policies, procedures or applications), but not professional development training that is optional. The Employer will indicate in writing (which may be in policy) to Employees if any professional development and/or training they are providing is mandatory.

## **78. Study Leave**

- 78.1** Paid study leave will be available to all Employees employed in full-time and part-time employment.
- 78.2** Paid study leave may be taken as agreed between the Employer and an Employee; for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school.
- 78.3** An Employee wishing to take study leave in accordance with this clause 78 must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:
- (a) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
  - (b) details of the relevance of the course to the Employee's profession.
- 78.4** The Employer may refuse to grant an Employee study leave only where there are reasonable grounds for doing so, and will notify the Employee in writing of whether their request for study leave has been approved within 7 days of the application being made. If the leave is not approved, the reasons will be included in the written notification to the applicant.
- 78.5** Leave pursuant to this clause 78 does not accumulate from year to year.

## **79. Examination Leave**

- 79.1** Qualified Employees will be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to classifications in this Agreement.
- 79.2** The amount of leave to be granted will be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.
- 79.3** Any leave granted under the provisions of this clause 79 will be exempt from and, in addition, to the provisions of clause 59 - Annual leave.

## 80. Conference/Seminar Leave

**80.1** All Employees employed in full-time and part-time employment are entitled to two days' paid study/conference/seminar leave per annum. The two days' paid study/conference/seminar leave will be based on the individual Employee's usual shift length.

**80.2** An Employee may utilise conference/seminar leave for part of a single day.

*Example:*

An Employee may use their conference/seminar leave to attend four half-day conferences in a year of service provided that the total period does not exceed 2 days.

**80.3** Except as provided at subclause 80.10 below, leave pursuant to this clause 80 does not accumulate from year to year.

**80.4** Study/conference/seminar leave may be taken:

- (a) to attend a work related conference or seminar; or
- (b) for undertaking study.

**80.5** An Employee seeking leave in accordance with this clause 80 can be requested to provide details of the conference/seminar name, venue and date/time. An Employee may be required to report back or provide in-services following conference/seminar attendance, where they are allocated sufficient time during their ordinary hours of work to prepare for this.

**80.6** Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.

**80.7** The approval of conference/seminar leave will not be unreasonably withheld, provided the leave is for a work related conference/seminar or for undertaking study.

**80.8** The Employer will notify the Employee in writing whether leave will be granted within 7 days of the application being made. If the leave is not approved, the reasons will be included in the written notification to the applicant.

**80.9** Where a request for conference/seminar leave which is approved by the Employer covers a period where the Employee is not rostered to work (e.g. on weekends, ADOs or after hours) then the Employer will provide time off in lieu for the period of the course. Time in lieu in this clause 80 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

**80.10 Accumulation of conference/seminar leave over two years**

- (a) An Employee may make an application to the Employer to accumulate their conference/seminar leave over two years.
- (b) Where an Employee makes an application to accumulate their conference/seminar leave over two years, the Employer will not

unreasonably withhold its approval where the Employee intends to use the leave for:

- (i) a specific event, (for example the Employee wants to use 4 days of conference/seminar leave to attend a specific conference); or
  - (ii) a specific purpose, (for example the Employee wants to use 4 days of conference/seminar leave to develop specific skills or knowledge in their profession/discipline, even though at the time of making the application no specific conference or seminar is identified).
- (c) An Employee whose application to accumulate conference/seminar leave over two years has been approved may subsequently apply to use part or all of the yearly conference/seminar leave entitlement for that year and the Employer will not unreasonably withhold its approval. Where this occurs, the approval to accumulate conference/seminar leave over two years is no longer in effect for the portion of leave used.

## **81. In-Service Education and Training – Royal Children’s Hospital and Royal Women’s Hospital**

**81.1** This clause 81 only applies to the following Employers:

- (a) Royal Women’s Hospital; and
- (b) Royal Children’s Hospital.

**81.2** Relevant and specific in-service education and training will be offered to all Employees on a regular basis comprising a minimum of four (4) hours per month.

# PART I – UNION MATTERS AND SERVICE DELIVERY PARTNERSHIP PLAN

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## 82. Union Matters

### 82.1 Access to Employees – General

The Union will have access to Employees for any process arising under this Agreement.

#### (a) Access to Employees – Electronic communication

The Employer will ensure that:

- (i) emails from the Union domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;
- (ii) emails from Employees to the Union are not blocked or restricted by or on behalf of the Employer;
- (iii) access from Employer computers and like devices to Union websites and online information is not blocked, or limited; and
- (iv) where a genuine security concern arises regarding the above, the Employer will immediately notify the Union to enable the security concern to be addressed.

#### (b) Access to Employees – Orientation

- (i) The Union may attend and address new Employees as part of orientation/induction programs for new Employees, provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (**Entry Requirements**). The details of such attendance will be arranged by the Employer in consultation with the Union.
- (ii) An Employer will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation/induction program.
- (iii) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation/induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees including where orientation/induction programs are conducted on-line or the Union cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

**(c) Delegates and HSRs**

*NOTE: Additional rights of HSRs are contained in the OHS Act.*

- (i) In this subclause 82.1(c) **Representative** means a Union Delegate, or HSR.
- (ii) A Representative is entitled to reasonable time release from duty to:
  - A. attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
  - B. access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Union member;
  - C. appear as a witness or participate in conciliation or arbitration, before the Commission;
  - D. present information on the Union at orientation sessions for new Employees.
- (iii) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (iv) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

**(d) Noticeboard**

- (i) A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.
- (ii) The Union and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Union.

**(e) Meeting Space**

In the absence of agreement on a location for the holding of Union meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of union meetings. Nothing in this clause 82 is intended to override the operation of the Act.

**(f) Secondment to the Union**

The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment or other arrangement to work for the Union subject to the Employer's reasonable operational requirements.



**(g) Employees holding Union official positions**

The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Branch Committee (which includes the Governance and Finance Committee), National Executive or National Council of the Union. For a member of the Branch Committee, this currently involves 12 half day meetings per year (plus travel time). For National Council members this currently involves an additional 2 day meeting (plus travel time).

**(h) Union Training**

*NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause 82.*

- (i) Subject to the conditions in this subclause 82.1(h), Employees selected by the Union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.
- (ii) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (iii) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (iv) Leave under this subclause 82(h) is granted on the following conditions:
  - A. applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application:
  - B. the training is conducted by the Union, an association of unions or accredited training provider; and
  - C. the application is made as early as practicable and not less than two (2) weeks before the training.
- (v) The Employee will be paid their ordinary pay (for normal rostered hours, but excluding shift work, overtime and other allowances).
- (vi) Leave in accordance with this clause 82 may include necessary travelling time in normal hours immediately before or after the course.
- (vii) Leave granted under this clause 82 will count as service for all purposes of this Agreement.
- (viii) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

**(i) Workplace Implementation Committees**

- (i) A local Workplace Implementation Committee (**WIC**) will continue or, if there is not currently a WIC in operation, be established at each Employer. Having regard for the size and location, a WIC may be appropriate at each facility/campus. The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the Union for the purposes of:
  - A. Agreement implementation;
  - B. on-going monitoring and assessment of the implementation of this Agreement; and
  - C. to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (ii) Priority items for consideration by the WIC will include the matters arising under clause 66 (Family Violence) and this clause 82 (Union Matters).

## **83. Service Delivery Partnership Plan**

**83.1** Those covered by the Agreement and their representative are committed to contributing to improve the productivity and efficiency of the Victorian public health sector by:

- (a) improving patient treatment times through flow improvements and discharge practices;
- (b) improving patient safety through increased immunisation/vaccination rates;
- (c) improving occupational health and safety interventions;
- (d) replacing agency and casual staff with bank and permanent staff where possible and eliminating the use of fixed term and temporary Employees except as provided by the Agreement;
- (e) collaboration between the parties to reduce the environmental impact of health services;
- (f) reducing disputation through joint education programs for Allied Health Professional Managers;
- (g) modernising the Agreement through the development and implementation of common enterprise agreement clauses across enterprise agreements in the Victorian public health sector where possible; and
- (h) jointly working to enable the Victorian health system to excel in meeting the National Safety and Quality Health Service Standards.

**83.2** To facilitate the achievement of the above initiatives the parties agree to establish a Service Delivery Partnership Plan Working Group (**SDPPWG**) within six months of the Agreement being approved by the Commission. The role of the SDPPWG will be to discuss, implement and monitor progress towards achieving the initiatives outlined in this clause 83.

- 83.3** The SDPPWG will comprise nominated representatives from the Union, the Victorian Hospitals' Industrial Association (VHIA) and the Department of Health and Human Services (as required). The SDPPWG may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required.
- 83.4** A dispute over the implementation of this clause 83 will be dealt with through conciliation in accordance with clause 14 (Dispute Resolution Procedure), but not arbitration.

## PART J – CLASSIFICATION AND STAFFING

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### 84. Classifications Definitions and Wages

- 84.1** The classification descriptors are set out in **Appendix 4** (Classification Definitions), including specific provisions relating to Advanced Practice.
- 84.2** The weekly full-time wage rates applicable to each classification during the period that this Agreement operates are set out in **Appendix 2** (Wage Rates).
- 84.3** Appointment to a wage point will be based on the Employee's Experience as defined at clause 4 (Definitions).
- 84.4** Progression through all classifications for which there is more than one wage point will be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the Employee's practice setting(s) over such period.
- 84.5** Advancement by an Employee through the Experience increments within AHP1 grades in the classification structure will occur upon the completion by the Employee of each 12 month period calculated from the Employee's commencement in a grade within the AHP1 classifications, irrespective of whether a 12 month period (or any part) was served as a full-time or part-time Employee, provided that:
- (a) an Employee who holds or is qualified to hold a relevant three year undergraduate qualification and is required to do a 12 month internship will commence at the AHP1, Grade 1, Year 2 rate;
  - (b) an Employee who holds or is qualified to hold a relevant four year undergraduate qualification will commence at the AHP1, Grade 1, Year 2 rate;
  - (c) an Employee who holds or is qualified to hold a relevant Bachelor Honours Degree, will commence at the AHP1, Grade 1, Year 2 rate;
  - (d) an Employee who holds or is qualified to hold a relevant Masters Degree will commence at the AHP1, Grade 1, Year 3 rate;
  - (e) an Employee who holds or is qualified to hold a relevant Doctoral Degree will commence at the AHP1, Grade 1, Year 5 rate.
- 84.6** **Classifying Allied Health Managers and Assistant Allied Health Managers**
- When classifying an Employee as an Allied Health Manager or Assistant Allied Health Manager, the number of Full Time Employees (as defined in section B of Appendix 4) or other staff the Employee is in charge of may affect their starting increment:
- (a) in the case of a Grade 3 Allied Health Manager or Assistant Allied Health Manager, see Appendix 4 – Section B, subclause 5.4; and
  - (b) in the case of a Grade 4 Allied Health Manager or Assistant Allied Health Manager, see Appendix 4 – Section B, subclause 6.4.

#### **84.7 Entry Level – New Graduate – Rural, Regional and Community Health Centres/Services**

- (a) This subclause 84.7 applies to Employees employed in a Rural or Regional Health Service or in a Community Health Centre/Service.
- (b) An Employee who holds:
  - (i) a relevant four year undergraduate qualification; or
  - (ii) a relevant three year undergraduate qualification and either holds an Honours degree, or is required to do a 12 month internship;

will commence at the AHP1, Grade 1, Year 3 rate.

#### **84.8 Overlapping Pay Points Between Grades**

An Employee who moves to or is appointed to a higher grade will be paid at the rate within that grade immediately above their previous rate of pay.

#### **84.9 Definitions**

In this clause 84:

- (a) a **three year undergraduate qualification** or **four year undergraduate qualification** means a qualification assessed as a Bachelor Degree (or equivalent) under the Australian Qualifications Framework level 7 criteria;
- (b) a **Bachelor Honours Degree** means a qualification assessed as a Bachelor Honours Degree (or equivalent) under the Australian Qualifications Framework level 8 criteria;
- (c) a **Masters Degree** means a qualification assessed as a Masters Degree (or equivalent) under the Australian Qualifications Framework level 9 criteria; and
- (d) a **Doctoral Degree** means a qualification assessed as a Doctoral Degree (or equivalent) under the Australian Qualifications Framework level 10 criteria.

### **85. Classification and Reclassification**

**85.1** All Employees will be paid the applicable rate of pay for their grade and classification as set out in **Appendix 2** (Wage Rates).

**85.2** The grades and classifications of all Employees (including a reclassification request) will be determined in accordance with the classification definitions in **Appendix 4** (Classification Definitions) which describe matters including the work performed, eligibility, levels of responsibility, skill and experience for the classifications under this Agreement. An Employee's classification is not determined by the Employee's performance in the position or the staffing profile in the area/department.

**85.3** Employers will, in the Employee's letter of offer, be advised in writing of their classification under this Agreement as per clause 23 (Letter of Offer).

**85.4** Where the Employee's classification changes, the Employer will confirm the change in writing as soon as possible.

- 85.5** Where an Employee believes that the work performed and required by their position is better described by another classification with a higher rate of pay, the Employee may seek reclassification by notifying the Employer in writing, addressing why they believe another classification better describes the work performed and required by their position, having regard to both the current and proposed classification. The Employee's Manager may also make the reclassification request.
- 85.6** The Employer will provide a written response to the requested reclassification within 4 weeks. Where the Employer, in accordance with subclause 85.2, does not believe the work performed and required by the Employee's position is better described by another classification, the Employer will provide the reasons for this, having regard to both the current and proposed classification.
- 85.7** Where the Employer determines, in accordance with subclause 85.5 and 85.6, that another classification better describes the work performed and required by the Employee's position, the reclassification will take effect from the earlier of:
- (a) where it can reasonably be determined, the date on which the Employee's work was better described by another classification; or
  - (b) the date the written reclassification request was submitted.
- 85.8** At any time, either the Employee or Employer may refer a request for reclassification to the dispute settlement procedure in clause 14 of this Agreement.
- 85.9** Reclassification will occur on the basis of the overall work performed and required by the Employee's position.
- 85.10** Where an Employer is aware an Employee is performing work that is not required by their position and does not advise the Employee the work is not required, this work is deemed to be work required by the Employee's position.

## **86. Allied Health Manager Structure**

**86.1** For the purposes of classifying all Allied Health Manager and Assistant Allied Health Manager positions it will be necessary to divide the number of hours worked by relevant Employees (including interns) or total staff as the case may be, in that department by 38 with any fraction being taken to the next whole number.

### **86.2 Classifying Allied Health Manager positions**

When classifying Allied Health Manager positions in:

- (a) Cardiac Technology;
- (b) Health Information Management (Medical Records Administration);
- (c) Medical Imaging Technology (Radiography);
- (d) Medical Library;
- (e) Music Therapy;

- (f) Nuclear Medicine Technology;
- (g) Occupational Therapy;
- (h) Orthoptics;
- (i) Orthotics/Prosthetics;
- (j) Photography or Illustration (Medical Photography or Illustration);
- (k) Physiotherapy;
- (l) Podiatry;
- (m) Radiation Therapy Technology;
- (n) Recreation Therapy;
- (o) Research Technology;
- (p) Social Work; and
- (q) Speech Pathology;

an Employee who would have been a Chief (as defined in the 2011 Agreement) classified two grades or more below that of another Chief position (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer under the 2011 Agreement, will be reclassified as described at subclause 86.3 (Reclassification) below.

### **86.3 Reclassification**

- (a) This clause 86 is to have the same effect as subclause 29.1 of the 2011 Agreement.
- (b) The introduction of the Grade 6 Allied Health Manager will have no impact on reclassification under this clause 86.
- (c) A translation table intending to give effect to subclause 86.3(a) taking into account the AHP1 classification structure is outlined as follows (different FTE numbers AHP apply to Orthotics/Prosthetics):

2011 Agreement			2016 Agreement		
Chief	Staff	Reclassification	Allied Health Manager (AHM)	Staff	Equivalent translation
<b>Chief Grade 1</b>	1 – 5 FTE AHP and/or at least 6 other staff	Where an allied chief is a Chief Grade 3, 4 or 5 the Chief Grade 1 would be reclassified to Chief Grade 2	<b>AHM Grade 3</b>	1 – 5 FTE AHP and/or 6 – 14 other staff	Where another AHM is Grade 4, 5 or 6, the AHM Grade 3 would be reclassified to the Grade 3 Year 4 increment if they are at a lower increment in Grade 3.
<b>Chief Grade 2</b>	6 – 14 FTE AHP and/or at least 15 other staff	Where an allied Chief is a Chief Grade 4 or 5 the Chief Grade 2 would be reclassified to Chief Grade 3	<b>AHM Grade 3</b>	6 – 14 FTE AHP and/or 15 – 25 other staff	Where another AHM is Grade 4 (and in charge of 25 – 39 FTE AHP and/or 28 – 45 other staff), 5 or 6, the AHM Grade 3 would be reclassified to Grade 4.
<b>Chief Grade 3</b>	15 – 24 FTE AHP and/or at least 26 other staff	Where an allied Chief is Chief Grade 5, the Chief Grade 3 would be reclassified to Chief Grade 4	<b>AHM Grade 4</b>	15 – 24 FTE AHP and/or 26 – 27 other staff	Where another AHM is Grade 5 or 6, the AHM Grade 4 would be reclassified to the Grade 4 Year 4 increment if they are at a lower increment in Grade 4.
<b>Chief Grade 4</b>	25 – 39 FTE AHP and/or at least 28 other staff	Reclassification is not applicable as there can be no allied Chief two Grades or more above the Chief Grade 4	<b>AHM Grade 4</b>	25 – 39 FTE AHP and/or at 28 – 45 other staff	Reclassification is not applicable.
<b>Chief Grade 5</b>	40 – 85 FTE AHP and/or at least 46 other staff	Reclassification is not applicable as there can be no allied Chief two Grades or more above the Chief Grade 5	<b>AHM Grade 5</b>	40 – 85 FTE AHP and/or 46 – 90 other staff	Reclassification is not applicable.
<b>Chief Grade 5</b>	86 or more FTE AHP and/or at least 91 other staff	Reclassification is not applicable as there can be no allied Chief two Grades or more above the Chief Grade 5	<b>AHM Grade 6</b>	86 or more FTE AHP and/or 91 or more other staff	Reclassification is not applicable.

In the table above:

- **AHP** means Employees covered by this Agreement and/or the 2011 Agreement;
- **Chief** means a Chief as defined in the 2011 Agreement;
- **2016 Agreement** means this Agreement; and



- **FTE** means Full-Time Employees, which is determined in accordance with subclause 90.1 of this Agreement and/or subclause 29.1 of the 2011 Agreement.

#### **86.4 Management Arrangement**

- (a) Clinical and service outcomes, management of the service-wide program, and departmental budgets will be the responsibility of the Senior Allied Health Manager.
- (b) The Senior Allied Health Manager/Allied Health Manager at a multi-campus hospital will also ensure that all relevant Employees at a campus will be managed, and clinically guided by an appropriately graded Employee who principally works at that campus.

### **87. Trainee Supervision**

Trainees, with the exception of those in their final year of training, will not be required to work at any time without the supervision of a qualified person of the discipline concerned within the area of the establishment where the Trainee is working.

### **88. Clinical Supervision**

The Employer will ensure that all Employees receive supervision by a qualified and clinically appropriate health professional.

### **89. Safe Staffing and Workloads**

#### **89.1 Work/life balance**

The Employer and Employees recognise the mutual benefit of ensuring that Employees balance their professional and personal lives and are committed to ensuring this occurs. This includes that Employees receive annual leave as required by clause 59 (Annual leave). Specifically, clause 59 prescribes:

- (a) that an Employer must not unreasonably refuse requests for annual leave (see subclause 59.3(b)); and
- (b) a procedure for handling excessive annual leave accruals (see subclause 59.7).

#### **89.2 Occupational Health and Safety**

The Employer is obliged by the OHS Act to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to occupational health and safety in the workplace. The Employer will take into account occupational health and safety when allocating work and when concerns about adequate staffing are raised.

#### **89.3 Staffing**

The Employer will ensure that it is sufficiently staffed and resourced so as to enable each Employee to:

- (a) perform all aspects of their role/position during their ordinary hours;

- (b) take rest intervals and meal breaks provided by this Agreement; and
- (c) take leave provided for by this Agreement and the NES;  
subject to subclause 89.5 (Reasonable overtime).

#### **89.4 Allocation of work**

The Employer will allocate work to each Employee so that they can perform all aspects of their position during their ordinary hours of work, including but not limited to:

- (a) clinical duties;
  - (b) administrative and clerical duties;
  - (c) managerial/supervisory duties;
  - (d) educational duties; and
  - (e) attending meetings;
- subject to subclause 89.5 (Reasonable overtime).

#### **89.5 Reasonable overtime**

- (a) The Employer will not require work to be undertaken beyond an Employee's ordinary hours of work, except where the overtime is reasonable (see clause 52 (Overtime)).
- (b) Notwithstanding subclause 89.5(a), an Employee will not generally be required to regularly undertake work beyond their ordinary hours of work.
- (c) Nothing in this clause 89 stops an Employee from agreeing to work rostered overtime.

#### **89.6 Workload or staffing disputes**

In the event that a workload or staffing issue is raised by an Employee/s and/or representative (including the Union), the Employer will consult with affected Employee/s and the representative (including the Union) and where appropriate take steps to address any issues. If, following consultation, the workload or staffing issue is not resolved, any party may refer it to the dispute resolution procedure of this Agreement.

#### **89.7 Safe rostering practices**

It is recognised that rostering arrangements have an impact on safe staffing. In setting a roster, the Employer and, in the case of self-rostering (however described), Employees will ensure that the number of changes to the Employee's start and finish times are reasonable taking into account:

- (a) the Employee's health and safety;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the number of changes to the Employee's starting and finishing times in the preceding week and month;

- (d) the time difference between the different starting and finishing times, from shift to shift and in the preceding week and month; and
- (e) the break between shifts.

## **90. Backfill of Leave**

**90.1** Where an Employee or Employees are absent from work on leave (including annual, personal, parental, long service or any other leave) for a period of two (2) weeks or more, the Employer will make every effort to backfill the position/s if not backfilling will result in or will likely result in:

- (a) the absent Employee/s when they return to work from their period of leave; and/or
- (b) any other Employee/s during or after the period the absent Employee/s are on leave;

being unable to perform all aspects of their position and/or role during their ordinary hours of work.

**90.2** A 'period of two weeks or more' referred to in subclause 90.1 includes where the combined leave of two (2) or more Employees is two (2) weeks or greater.

**90.3** Where an Employer does not backfill in accordance with subclause 90.1 and an Employee/s or the Employee's representative (including the Union) believes this results in or will likely result in an Employee/s being unable to perform all aspects of their position during their ordinary hours of work, the Employee or their representative (including the Union) may require consultation in accordance with clause 88 (Safe Staffing and Workloads) of this Agreement and, if the matter is not resolved, refer the matter to the Commission.

## **91. Advertising Vacancies**

**91.1** Where a vacancy arises within the Employer, the Employer will advertise the vacant position or available hours, internally in the first instance and then externally if necessary:

- (a) where a vacancy will arise at the end of the notice of termination, immediately after giving notice of termination (by either the Employee or Employer); or
- (b) where a vacancy will not arise immediately after the end of the notice, such as where the Employee's role has been backfilled, as soon as practicable.

**91.2** The Employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring, would have been ongoing.

**91.3** The Employer will appoint someone to a vacant position as soon as practicable.

## 92. Replacement Positions

92.1 Subclause 92.2 below applies to the following Health Services only:

Alexandra District Hospital	Mildura Base Hospital
Bairnsdale Regional Health Service	Omeo District Health
Ballarat Health Services	Rochester & Elmore District Health Service
Barwon Health	Rural Northwest Health
Bendigo Health Care Group	St. Vincent's (Hospital) Melbourne Limited.
Echuca Regional Health	Swan Hill District Health
Hepburn Health Service	Tallangatta Health Services
Hesse Rural Health Service	Upper Murray Health & Community Services
Inglewood & District Health Service	Western District Health Service (including Coleraine District Health Service)
Kerang District Health	West Gippsland Health Care; and
Kilmore & District Hospital	Wimmera Health Care Group
Kyabram and District Health Service	Yarram & District Health Service
Mallee Track Health & Community Service	Yarrawonga District Health Service
Maryborough District Health Service	

92.2 Every endeavour will be made to appoint to a position that falls vacant on the basis of prolonged leave, within eight weeks of the vacation of the position.

## 93. Reserved Matters

93.1 The Employer (and its representative) and the Union will agree by 4 August 2017 on a Health Promotion classification structure that will apply to Employees.

93.2 It is intended that the agreed classification structure will be an integrated structure.

93.3 The integrated structure will be implemented in an agreement that replaces this Agreement or as otherwise agreed.

## **PART K – WORKPLACE RIGHTS**

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### **94. Prevention and Management of Workplace Bullying**

- 94.1** The Employer will maintain and comply with policies and procedures to proactively prevent and manage workplace bullying. Such policies and procedures will be in accordance with the recommendations of *the WorkSafe Guidance Note on the Prevention of Bullying and Violence at Work 2003* (as amended from time to time), any other Worksafe guides relating to workplace bullying, and any relevant legislation and government policies.
- 94.2** The Employer, in consultation with the Union, will proactively develop measures to improve occupational health and safety outcomes, with the intent of improving Employee health and safety and preventing injury, illness and incapacity (and hence workers compensation payments), particularly with respect to workplace bullying.
- 94.3** The Employer, in consultation with the Union, will seek to identify bullying prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and seek to implement these where appropriate.

### **95. Working from Home – Royal Children’s Hospital and Royal Women’s Hospital**

- 95.1** This clause 95 only applies to the following Employers:
- (a) Royal Women’s Hospital; and
  - (b) Royal Children’s Hospital.
- 95.2** An Employee, subject to operational requirements and with the approval of the Employee’s Department Head, may work from their place of residence in circumstances where the work is project based and may be performed with a high level of autonomy.

### **96. Flexible Working Arrangements**


- 96.1** The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.
- 96.2** A specified Employee is a:
- (a) full-time or part-time Employee with at least 12 months continuous service; and
  - (b) long term casual Employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 96.3** The specified circumstances are the Employee:


- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (b) is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
  - (c) has a disability;
  - (d) is 55 or older;
  - (e) is experiencing violence from a member of the Employee's family; or
  - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.
- 96.4** A specified Employee may request the Employer for a change in working arrangements relating to the circumstances at subclause 96.3.
- 96.5** A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child.
- 96.6** Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- 96.7** The request by the Employee must be in writing, set out the change sought and reasons for the change.
- 96.8** The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- 96.9** Where the Employer refuses the request, the written response must include details of the reasons for the refusal.
- 96.10** Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:
- (a) the request;
  - (b) an alternative to the request; or
  - (c) reasons for a refusal on reasonable business grounds.
- 96.11** An Employee or Employer may choose to be represented at a meeting under subclause 96.10 by a representative including a Union or employer organisation.
- 96.12** The dispute resolution procedure in the Agreement will apply to any dispute/grievance arising in relation to a request for flexible working arrangements.
- 96.13** Other entitlements relevant to family violence can be found at subclause 65.1 (Family Violence).

# SIGNATORIES

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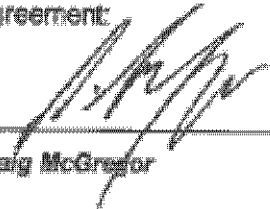
Signed on behalf of each Employer listed in Appendix 1 by:


  
[name] SMART M'CULOHAN

  
Witness signature

Authority to sign: Chief Executive Officer of the Victorian Hospitals' Industrial Association  
Witness name: Emma Scott  
Address: 88 Maribyrnong Street Footscray, VIC 3011  
Date: 23/12/2016

Signed on behalf of the Health Services Union Victoria No. 3 Branch (trading as the Victorian Allied Health Professionals Association) as a representative of Employees covered by the Agreement:

  
Craig McGregor

  
Witness signature

Authority to sign:  
Secretary of the Health Services Union Victoria No. 3 Branch (trading as the Victorian Allied Health Professionals Association), employee bargaining representative

Witness name: Alex Leszczynski

Address:  
351 William Street  
West Melbourne, VIC 3003

Date: 20/12/2016

## APPENDIX 1 – LIST OF EMPLOYERS

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- |  |   |
|--|---|
| 1 Albury Wodonga Health (Wodonga Hospital) | 42 Maldon Hospital                            |
| 2 Alexandra District Hospital              | 43 Mallee Track Health & Community Service    |
| 3 Alfred Hospital                          | 44 Mansfield District Hospital                |
| 4 Alpine Health                            | 45 Maryborough District Health Service        |
| 5 Austin Health                            | 46 Melbourne Health                           |
| 6 Bairnsdale Regional Health Service       | 47 Mercy Public Hospitals Inc                 |
| 7 Ballarat Health Services                 | 48 Mildura Base Hospital                      |
| 8 Barwon Health                            | 49 Monash Health                              |
| 9 Bass Coast Regional Health               | 50 Moyne Health Services                      |
| 10 Beaufort and Skipton Health Service     | 51 Nathalia District Hospital                 |
| 11 Beechworth Health Service               | 52 Northeast Health Wangaratta                |
| 12 Benalla Health Service                  | 53 Northern Health                            |
| 13 Bendigo Health Care Group               | 54 Numurkah District Health Service           |
| 14 Calvary Health Bethlehem Hospital Ltd   | 55 Omeo District Health                       |
| 15 Castlemaine Health                      | 56 Orbost Regional Health                     |
| 16 Central Gippsland Health Service        | 57 Otway Health and Community Service         |
| 17 Cobram District Health                  | 58 Peninsula Health                           |
| 18 Cohuna District Hospital                | 59 Peter MacCallum Cancer Institute           |
| 19 Colac Area Health                       | 60 Portland District Health                   |
| 20 Dental Health Services Victoria         | 61 Robinvale District Health Service          |
| 21 Djerriwarrh Health Services             | 62 Rochester & Elmore District Health Service |
| 22 Dunmunkle Health Service                | 63 Royal Children’s Hospital (The)            |
| 23 East Grampians Health Service           | 64 Royal Victorian Eye & Ear Hospital (The)   |
| 24 East Wimmera Health Service             | 65 Royal Women’s Hospital (The)               |
| 25 Eastern Health                          | 66 Rural Northwest Health                     |
| 26 Echuca Regional Health                  | 67 Seymour Health                             |
| 27 Edenhope & District Memorial Hospital   | 68 South Gippsland Hospital                   |
| 28 Gippsland Southern Health Service       | 69 South West Healthcare                      |
| 29 Goulburn Valley Health                  | 70 St Vincent’s Hospital (Melbourne) Limited  |
| 30 Heathcote Health                        | 71 Stawell Regional Health                    |
| 31 Hepburn Health Service                  | 72 Swan Hill District Health                  |
| 32 Hesse Rural Health Service              | 73 Tallangatta Health Service                 |
| 33 Heywood Rural Health                    | 74 Terang & Mortlake Health Service           |
| 34 Inglewood & District Health Service     | 75 Timboon & District Health Care Service     |
| 35 Kerang District Health                  | 76 Upper Murray Health and Community Services |
| 36 Kilmore & District Hospital             | 77 West Gippsland Healthcare Group            |
| 37 Kooweerup Regional Health Service       | 78 West Wimmera Health Service                |
| 38 Kyabram and District Health Service     | 79 Western District Health Service            |
| 39 Kyneton District Health Service         | 80 Western Health                             |
| 40 Latrobe Regional Hospital               | 81 Wimmera Health Care Group                  |
| 41 Lorne Community Hospital                | 82 Yarram & District Health Service           |
|  | 83 Yarrawonga District Health Service         |
|  | 84 Yea and District Memorial Hospital         |



## APPENDIX 2 – WAGE RATES

### PART A: AHP1 WAGE RATES

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
<b>AHP1 CLASSIFICATIONS</b>						
<b>GENERAL AHP1 CLASSIFICATIONS (excluding Radiation Therapy Technologist and Sonographer)</b>						
Intern (Medical Imaging Technologist & Nuclear Medicine Technologist only)	-	\$841.90	\$869.30	\$897.60	\$924.50	\$952.20
<b>Grade 1</b>	1	\$1,017.50	\$1,050.60	\$1,084.70	\$1,117.20	\$1,150.70
	2	\$1,081.80	\$1,117.00	\$1,153.30	\$1,187.90	\$1,223.50
	3	\$1,136.80	\$1,173.70	\$1,211.80	\$1,248.20	\$1,285.60
	4	\$1,206.30	\$1,245.50	\$1,286.00	\$1,324.60	\$1,364.30
	5	\$1,258.70	\$1,299.60	\$1,341.80	\$1,382.10	\$1,423.60
	6	\$1,316.00	\$1,358.80	\$1,403.00	\$1,445.10	\$1,488.50
	7	\$1,348.90	\$1,410.20	\$1,473.50	\$1,517.70	\$1,563.20
<b>Grade 2</b>	1	\$1,382.90	\$1,427.80	\$1,474.20	\$1,518.40	\$1,564.00
	2	\$1,446.40	\$1,493.40	\$1,541.90	\$1,588.20	\$1,635.80
	3	\$1,535.25	\$1,585.10	\$1,636.60	\$1,685.70	\$1,736.30
	4	\$1,556.30	\$1,624.40	\$1,694.70	\$1,745.50	\$1,797.90
<b>Grade 3A</b>	1	\$1,572.20	\$1,633.70	\$1,697.40	\$1,748.30	\$1,800.70
	2	\$1,594.70	\$1,656.90	\$1,721.30	\$1,772.90	\$1,826.10

	3	\$1,612.30	\$1,675.20	\$1,740.10	\$1,792.30	\$1,846.10
	4	\$1,649.80	\$1,720.90	\$1,794.30	\$1,848.10	\$1,903.60
<b>Grade 3</b>	1	\$1,595.95	\$1,647.80	\$1,701.40	\$1,752.40	\$1,805.00
	2	\$1,652.15	\$1,705.80	\$1,761.20	\$1,814.00	\$1,868.40
	3	\$1,696.25	\$1,751.40	\$1,808.30	\$1,862.50	\$1,918.40
	4	\$1,790.00	\$1,865.70	\$1,943.80	\$2,002.10	\$2,062.20
<b>Grade 4</b>	1	\$1,932.30	\$1,995.10	\$2,059.90	\$2,121.70	\$2,185.40
	2	\$1,997.40	\$2,062.30	\$2,129.30	\$2,193.20	\$2,259.00
	3	\$2,063.00	\$2,130.00	\$2,199.20	\$2,265.20	\$2,333.20
	4	\$2,129.10	\$2,198.30	\$2,269.70	\$2,337.80	\$2,407.90
<b>Grade 5</b>		\$2,402.40	\$2,480.50	\$2,561.10	\$2,637.90	\$2,717.00
<b>Grade 6</b>		\$2,608.60	\$2,693.40	\$2,780.90	\$2,864.30	\$2,950.20
<b>Grade 7</b>		\$2,916.90	\$3,011.70	\$3,109.60	\$3,202.90	\$3,299.00
<b>RADIATION THERAPY TECHNOLOGIST ONLY</b>						
<b>Intern</b>		\$841.90	\$869.30	\$897.60	\$924.50	\$952.20
<b>Grade 1</b>	1	\$1,017.50	\$1,050.60	\$1,084.70	\$1,117.20	\$1,150.70
	2	\$1,081.80	\$1,117.00	\$1,153.30	\$1,187.90	\$1,223.50
	3	\$1,136.80	\$1,173.70	\$1,211.80	\$1,248.20	\$1,285.60
	4	\$1,206.30	\$1,245.50	\$1,286.00	\$1,324.60	\$1,364.30
	5	\$1,258.70	\$1,299.60	\$1,341.80	\$1,382.10	\$1,423.60
	6	\$1,316.00	\$1,358.80	\$1,403.00	\$1,445.10	\$1,488.50
	7	\$1,348.90	\$1,410.20	\$1,473.50	\$1,517.70	\$1,563.20
<b>Grade 2</b>	1	\$1,316.00	\$1,358.80	\$1,403.00	\$1,445.10	\$1,488.50
	2	\$1,382.90	\$1,427.80	\$1,474.20	\$1,518.40	\$1,564.00
	3	\$1,446.40	\$1,493.40	\$1,541.90	\$1,588.20	\$1,635.80
	4	\$1,535.25	\$1,585.10	\$1,636.60	\$1,685.70	\$1,736.30
	5	\$1,556.30	\$1,624.40	\$1,694.70	\$1,745.50	\$1,797.90

<b>Grade 3A</b>	1	\$1,572.20	\$1,633.70	\$1,697.40	\$1,748.30	\$1,800.70
	2	\$1,594.70	\$1,656.90	\$1,721.30	\$1,772.90	\$1,826.10
	3	\$1,612.30	\$1,675.20	\$1,740.10	\$1,792.30	\$1,846.10
	4	\$1,649.80	\$1,720.90	\$1,794.30	\$1,848.10	\$1,903.60
<b>Grade 3</b>	1	\$1,595.95	\$1,647.80	\$1,701.40	\$1,752.40	\$1,805.00
	2	\$1,652.15	\$1,705.80	\$1,761.20	\$1,814.00	\$1,868.40
	3	\$1,696.20	\$1,751.30	\$1,808.20	\$1,862.40	\$1,918.30
	4	\$1,790.00	\$1,865.70	\$1,943.80	\$2,002.10	\$2,062.20
<b>Grade 4</b>	1	\$1,871.00	\$1,931.80	\$1,994.60	\$2,054.40	\$2,116.00
	2	\$2,177.60	\$2,248.40	\$2,321.50	\$2,391.10	\$2,462.80
<b>Grade 5</b>	1	\$2,346.30	\$2,422.60	\$2,501.30	\$2,576.30	\$2,653.60
	2	\$2,402.50	\$2,480.60	\$2,561.20	\$2,638.00	\$2,717.10
<b>Grade 6</b>	1	\$2,547.15	\$2,629.90	\$2,715.40	\$2,796.90	\$2,880.80
	2	\$2,691.95	\$2,779.40	\$2,869.70	\$2,955.80	\$3,044.50
<b>Grade 7</b>	1	\$2,880.50	\$2,974.10	\$3,070.80	\$3,162.90	\$3,257.80
	2	\$3,068.80	\$3,168.50	\$3,271.50	\$3,369.60	\$3,470.70
<b>SONOGRAPHER ONLY</b>						
<b>Grade 1</b>	1	\$1,017.50	\$1,050.60	\$1,084.70	\$1,117.20	\$1,150.70
	2	\$1,081.80	\$1,117.00	\$1,153.30	\$1,187.90	\$1,223.50
	3	\$1,136.80	\$1,173.70	\$1,211.80	\$1,248.20	\$1,285.60
	4	\$1,206.30	\$1,245.50	\$1,286.00	\$1,324.60	\$1,364.30
<b>Grade 2</b>	1	\$1,316.00	\$1,358.80	\$1,403.00	\$1,445.10	\$1,488.50
	2	\$1,382.90	\$1,427.80	\$1,474.20	\$1,518.40	\$1,564.00
	3	\$1,446.40	\$1,493.40	\$1,541.90	\$1,588.20	\$1,635.80
<b>Grade 3</b>	1	\$1,595.95	\$1,647.80	\$1,701.40	\$1,752.40	\$1,805.00
	2	\$1,652.15	\$1,705.80	\$1,761.20	\$1,814.00	\$1,868.40
	3	\$1,696.25	\$1,751.40	\$1,808.30	\$1,862.50	\$1,918.40

	4	\$1,790.00	\$1,865.70	\$1,943.80	\$2,002.10	\$2,062.20
<b>Grade 4</b>	1	\$1,932.30	\$1,995.10	\$2,059.90	\$2,121.70	\$2,185.40
	2	\$1,997.40	\$2,062.30	\$2,129.30	\$2,193.20	\$2,259.00
	3	\$2,063.00	\$2,130.00	\$2,199.20	\$2,265.20	\$2,333.20
	4	\$2,129.10	\$2,198.30	\$2,269.70	\$2,337.80	\$2,407.90
<b>Grade 5</b>		\$2,402.40	\$2,480.50	\$2,561.10	\$2,637.90	\$2,717.00
<b>Grade 6</b>		\$2,608.60	\$2,693.40	\$2,780.90	\$2,864.30	\$2,950.20
<b>Grade 7</b>		\$2,916.90	\$3,011.70	\$3,109.60	\$3,202.90	\$3,299.00

## PART B – AHP2 WAGE RATES

\* rate includes a \$17.50 a week uplift in addition to the 3.25% increase, as indicated in subclause 28.4(c).

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
<b>AHP2 CLASSIFICATIONS</b>						
<b>BIOMEDICAL TECHNOLOGIST</b>						
Grade 1	1	\$991.60	\$1,023.80	\$1,057.10	\$1,088.80	\$1,121.50
	2	\$1,010.40	\$1,043.20	\$1,077.10	\$1,109.40	\$1,142.70
	3	\$1,023.10	\$1,056.40	\$1,090.70	\$1,123.40	\$1,157.10
	4	\$1,038.80	\$1,090.10*	\$1,143.00*	\$1,177.30	\$1,212.60
Grade 2	1	\$1,070.40	\$1,105.20	\$1,141.10	\$1,175.30	\$1,210.60
	2	\$1,116.20	\$1,152.50	\$1,190.00	\$1,225.70	\$1,262.50
	3	\$1,180.70	\$1,219.10	\$1,258.70	\$1,296.50	\$1,335.40
	4	\$1,196.40	\$1,235.30	\$1,275.40	\$1,313.70	\$1,353.10
	5	\$1,216.65	\$1,273.70*	\$1,332.60*	\$1,372.60	\$1,413.80
Grade 3	1	\$1,228.00	\$1,267.90	\$1,309.10	\$1,348.40	\$1,388.90
	2	\$1,275.30	\$1,316.70	\$1,359.50	\$1,400.30	\$1,442.30
	3	\$1,322.70	\$1,365.70	\$1,410.10	\$1,452.40	\$1,496.00
	4	\$1,369.80	\$1,431.80*	\$1,495.80*	\$1,540.70	\$1,586.90
Grade 4	1	\$1,401.40	\$1,446.90	\$1,493.90	\$1,538.70	\$1,584.90
	2	\$1,449.35	\$1,496.50	\$1,545.10	\$1,591.50	\$1,639.20
	3	\$1,501.80	\$1,550.60	\$1,601.00	\$1,649.00	\$1,698.50
	4	\$1,549.45	\$1,599.80	\$1,651.80	\$1,701.40	\$1,752.40

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
<b>CHILD PSYCHOTHERAPIST</b>						
Level 1	1	\$1,007.20	\$1,039.90	\$1,073.70	\$1,105.90	\$1,139.10
	2	\$1,051.20	\$1,085.40	\$1,120.70	\$1,154.30	\$1,188.90
	3	\$1,104.50	\$1,140.40	\$1,177.50	\$1,212.80	\$1,249.20
	4	\$1,155.10	\$1,192.60	\$1,231.40	\$1,268.30	\$1,306.30
	5	\$1,208.70	\$1,248.00	\$1,288.60	\$1,327.30	\$1,367.10
	6	\$1,259.50	\$1,300.40	\$1,342.70	\$1,383.00	\$1,424.50
	7	\$1,320.30	\$1,380.70*	\$1,443.10*	\$1,486.40	\$1,531.00
Level 2	1	\$1,401.10	\$1,446.60	\$1,493.60	\$1,538.40	\$1,584.60
	2	\$1,419.20	\$1,465.30	\$1,512.90	\$1,558.30	\$1,605.00
	3	\$1,479.65	\$1,527.70	\$1,577.40	\$1,624.70	\$1,673.40
	4	\$1,524.85	\$1,574.40	\$1,625.60	\$1,674.40	\$1,724.60
	5	\$1,545.85	\$1,613.60*	\$1,683.50*	\$1,734.00	\$1,786.00
Level 3	1	\$1,606.55	\$1,658.80	\$1,712.70	\$1,764.10	\$1,817.00
	2	\$1,665.40	\$1,719.50	\$1,775.40	\$1,828.70	\$1,883.60
	3	\$1,726.00	\$1,799.60*	\$1,875.60*	\$1,931.90	\$1,989.90
Level 4	1	\$1,793.90	\$1,852.20	\$1,912.40	\$1,969.80	\$2,028.90
	2	\$1,859.85	\$1,920.30	\$1,982.70	\$2,042.20	\$2,103.50
	3	\$1,947.70	\$2,011.00	\$2,076.40	\$2,138.70	\$2,202.90
<b>CLIENT ADVISOR/REHABILITATION CONSULTANT</b>						
Grade 1	1	\$1,254.20	\$1,295.00	\$1,337.10	\$1,377.20	\$1,418.50
	2	\$1,281.00	\$1,322.60	\$1,365.60	\$1,406.60	\$1,448.80

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
	3	\$1,310.30	\$1,352.90	\$1,396.90	\$1,438.80	\$1,482.00
	4	\$1,367.80	\$1,412.30	\$1,458.20	\$1,501.90	\$1,547.00
	5	\$1,394.80	\$1,440.10	\$1,486.90	\$1,531.50	\$1,577.40
	6	\$1,421.25	\$1,484.90*	\$1,550.70*	\$1,597.20	\$1,645.10
Grade 2	1	\$1,496.35	\$1,545.00	\$1,595.20	\$1,643.10	\$1,692.40
	2	\$1,532.45	\$1,582.30	\$1,633.70	\$1,682.70	\$1,733.20
	3	\$1,569.90	\$1,620.90	\$1,673.60	\$1,723.80	\$1,775.50
	4	\$1,590.90	\$1,660.10*	\$1,731.60*	\$1,783.50	\$1,837.00
Grade 3	1	\$1,663.00	\$1,717.00	\$1,772.80	\$1,826.00	\$1,880.80
	2	\$1,698.50	\$1,753.70	\$1,810.70	\$1,865.00	\$1,921.00
	3	\$1,736.85	\$1,810.80*	\$1,887.20*	\$1,943.80	\$2,002.10
Grade 4	1	\$1,892.95	\$1,954.50	\$2,018.00	\$2,078.50	\$2,140.90
	2	\$1,956.90	\$2,020.50	\$2,086.20	\$2,148.80	\$2,213.30
	3	\$2,022.15	\$2,087.90	\$2,155.80	\$2,220.50	\$2,287.10
<b>COMMUNITY DEVELOPMENT WORKER</b>						
Class I (1)	1	\$963.10	\$994.40	\$1,026.70	\$1,057.50	\$1,089.20
	2	\$1,001.30	\$1,033.80	\$1,067.40	\$1,099.40	\$1,132.40
	3	\$1,039.50	\$1,073.30	\$1,108.20	\$1,141.40	\$1,175.60
	4	\$1,077.80	\$1,130.30*	\$1,184.50*	\$1,220.00	\$1,256.60
Class IIA (2A)	1	\$1,035.00	\$1,068.60	\$1,103.30	\$1,136.40	\$1,170.50
	2	\$1,039.50	\$1,073.30	\$1,108.20	\$1,141.40	\$1,175.60
	3	\$1,077.80	\$1,112.80	\$1,149.00	\$1,183.50	\$1,219.00

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
	4	\$1,116.50	\$1,152.80	\$1,190.30	\$1,226.00	\$1,262.80
	5	\$1,158.70	\$1,196.40	\$1,235.30	\$1,272.40	\$1,310.60
	6	\$1,199.30	\$1,238.30	\$1,278.50	\$1,316.90	\$1,356.40
	7	\$1,216.70	\$1,256.20	\$1,297.00	\$1,335.90	\$1,376.00
	8	\$1,278.70	\$1,320.30	\$1,363.20	\$1,404.10	\$1,446.20
	9	\$1,319.10	\$1,362.00	\$1,406.30	\$1,448.50	\$1,492.00
	10	\$1,359.70	\$1,403.90	\$1,449.50	\$1,493.00	\$1,537.80
	11	\$1,379.95	\$1,442.30*	\$1,506.70*	\$1,551.90	\$1,598.50
Class IIB (2B)	1	\$1,278.70	\$1,320.30	\$1,363.20	\$1,404.10	\$1,446.20
	2	\$1,319.10	\$1,362.00	\$1,406.30	\$1,448.50	\$1,492.00
	3	\$1,359.70	\$1,403.90	\$1,449.50	\$1,493.00	\$1,537.80
	4	\$1,400.60	\$1,446.10	\$1,493.10	\$1,537.90	\$1,584.00
	5	\$1,439.10	\$1,485.90	\$1,534.20	\$1,580.20	\$1,627.60
	6	\$1,481.40	\$1,529.50	\$1,579.20	\$1,626.60	\$1,675.40
	7	\$1,502.40	\$1,568.70*	\$1,637.20*	\$1,686.30	\$1,736.90
Class III (3)	1	\$1,400.60	\$1,446.10	\$1,493.10	\$1,537.90	\$1,584.00
	2	\$1,439.10	\$1,485.90	\$1,534.20	\$1,580.20	\$1,627.60
	3	\$1,481.40	\$1,529.50	\$1,579.20	\$1,626.60	\$1,675.40
	4	\$1,502.40	\$1,568.70*	\$1,637.20*	\$1,686.30	\$1,736.90
<b>DENTAL PROSTHETIST</b>						
	1	\$1,260.00	\$1,301.00	\$1,343.30	\$1,383.60	\$1,425.10
	2	\$1,268.20	\$1,309.40	\$1,352.00	\$1,392.60	\$1,434.40



Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
	3	\$1,279.40	\$1,338.50*	\$1,399.50*	\$1,441.50	\$1,484.70
<b>DENTAL TECHNICIANS</b>						
Apprentice	1	\$460.70	\$475.70	\$491.20	\$505.90	\$521.10
	2	\$573.50	\$592.10	\$611.30	\$629.60	\$648.50
	3	\$693.40	\$715.90	\$739.20	\$761.40	\$784.20
	4	\$841.70	\$869.10	\$897.30	\$924.20	\$951.90
Level I (1)	1	\$962.70	\$994.00	\$1,026.30	\$1,057.10	\$1,088.80
	2	\$972.70	\$1,004.30	\$1,036.90	\$1,068.00	\$1,100.00
	3	\$982.60	\$1,032.00*	\$1,083.00*	\$1,115.50	\$1,149.00
Level II (2)	1	\$1,071.40	\$1,106.20	\$1,142.20	\$1,176.50	\$1,211.80
	2	\$1,088.40	\$1,123.80	\$1,160.30	\$1,195.10	\$1,231.00
	3	\$1,099.90	\$1,135.60	\$1,172.50	\$1,207.70	\$1,243.90
	4	\$1,120.15	\$1,174.10*	\$1,229.80*	\$1,266.70	\$1,304.70
Level III (3) (Foreperson)	1	\$1,231.10	\$1,271.10	\$1,312.40	\$1,351.80	\$1,392.40
	2	\$1,239.10	\$1,279.40	\$1,321.00	\$1,360.60	\$1,401.40
	3	\$1,250.50	\$1,308.60*	\$1,368.60*	\$1,409.70	\$1,452.00
Dental Laboratory Manager	1	\$1,391.60	\$1,436.80	\$1,483.50	\$1,528.00	\$1,573.80
	2	\$1,399.40	\$1,444.90	\$1,491.90	\$1,536.70	\$1,582.80
	3	\$1,410.70	\$1,474.00*	\$1,539.40*	\$1,585.60	\$1,633.20
<b>MECHANICAL OFFICERS</b>						
Grade 1	1	\$1,354.00	\$1,398.00	\$1,443.40	\$1,486.70	\$1,531.30
	2	\$1,402.30	\$1,465.40*	\$1,530.50*	\$1,576.40	\$1,623.70

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
Grade 2	1	\$1,449.50	\$1,496.60	\$1,545.20	\$1,591.60	\$1,639.30
	2	\$1,485.30	\$1,533.60	\$1,583.40	\$1,630.90	\$1,679.80
	3	\$1,539.35	\$1,589.40	\$1,641.10	\$1,690.30	\$1,741.00
	4	\$1,588.15	\$1,657.30*	\$1,728.70*	\$1,780.60	\$1,834.00
Grade 3	1	\$1,667.55	\$1,721.70	\$1,777.70	\$1,831.00	\$1,885.90
	2	\$1,750.95	\$1,807.90	\$1,866.70	\$1,922.70	\$1,980.40
Grade 4	1	\$1,926.00	\$1,988.60	\$2,053.20	\$2,114.80	\$2,178.20
<b>MEDICAL LABORATORY TECHNICIAN</b>						
Trainee	1	\$561.70	\$580.00	\$598.90	\$616.90	\$635.40
	2	\$646.00	\$667.00	\$688.70	\$709.40	\$730.70
	3	\$772.60	\$797.70	\$823.60	\$848.30	\$873.70
	4	\$899.00	\$945.70*	\$993.90*	\$1,023.70	\$1,054.40
Attendant Trainee	1	\$814.70	\$858.70*	\$904.10*	\$931.20	\$959.10
Grade 1	1	\$907.40	\$936.90	\$967.30	\$996.30	\$1,026.20
	2	\$945.60	\$976.30	\$1,008.00	\$1,038.20	\$1,069.30
	3	\$983.30	\$1,015.30	\$1,048.30	\$1,079.70	\$1,112.10
	4	\$1,014.00	\$1,047.00	\$1,081.00	\$1,113.40	\$1,146.80
	5	\$1,044.70	\$1,078.70	\$1,113.80	\$1,147.20	\$1,181.60
	6	\$1,075.40	\$1,110.40	\$1,146.50	\$1,180.90	\$1,216.30
	7	\$1,106.10	\$1,142.00	\$1,179.10	\$1,214.50	\$1,250.90
	8	\$1,136.80	\$1,191.20*	\$1,247.40*	\$1,284.80	\$1,323.30
Grade 2	1	\$1,136.80	\$1,173.70	\$1,211.80	\$1,248.20	\$1,285.60

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
	2	\$1,177.80	\$1,216.10	\$1,255.60	\$1,293.30	\$1,332.10
	3	\$1,218.70	\$1,258.30	\$1,299.20	\$1,338.20	\$1,378.30
	4	\$1,257.40	\$1,298.30	\$1,340.50	\$1,380.70	\$1,422.10
	5	\$1,277.65	\$1,336.70*	\$1,397.60*	\$1,439.50	\$1,482.70
<b>RADIATION ENGINEER</b>						
Radiation Imaging Technician (Grade 1)		\$1,070.10	\$1,104.90	\$1,140.80	\$1,175.00	\$1,210.30
Grade 1	1	\$1,274.45	\$1,315.90	\$1,358.70	\$1,399.50	\$1,441.50
	2	\$1,332.20	\$1,375.50	\$1,420.20	\$1,462.80	\$1,506.70
Grade 2	1	\$1,376.40	\$1,421.10	\$1,467.30	\$1,511.30	\$1,556.60
	2	\$1,418.40	\$1,464.50	\$1,512.10	\$1,557.50	\$1,604.20
	3	\$1,483.75	\$1,532.00	\$1,581.80	\$1,629.30	\$1,678.20
	4	\$1,555.90	\$1,606.50	\$1,658.70	\$1,708.50	\$1,759.80
Grade 3	1	\$1,656.00	\$1,709.80	\$1,765.40	\$1,818.40	\$1,873.00
	2	\$1,713.00	\$1,768.70	\$1,826.20	\$1,881.00	\$1,937.40
	3	\$1,758.95	\$1,816.10	\$1,875.10	\$1,931.40	\$1,989.30
	4	\$1,855.90	\$1,916.20	\$1,978.50	\$2,037.90	\$2,099.00
Grade 4	1	\$1,976.55	\$2,040.80	\$2,107.10	\$2,170.30	\$2,235.40
	2	\$2,025.95	\$2,091.80	\$2,159.80	\$2,224.60	\$2,291.30
	3	\$2,076.60	\$2,144.10	\$2,213.80	\$2,280.20	\$2,348.60
Deputy Chief	1	\$2,284.25	\$2,358.50	\$2,435.20	\$2,508.30	\$2,583.50
	2	\$2,284.25	\$2,358.50	\$2,435.20	\$2,508.30	\$2,583.50

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
	3	\$2,341.40	\$2,417.50	\$2,496.10	\$2,571.00	\$2,648.10
	4	\$2,341.40	\$2,417.50	\$2,496.10	\$2,571.00	\$2,648.10
Chief		\$2,575.55	\$2,659.30	\$2,745.70	\$2,828.10	\$2,912.90
<b>RENAL DIALYSIS/MEDICAL TECHNICIAN</b>						
Grade 1 Renal Dialysis/Medical Technician	1	\$907.40	\$936.90	\$967.30	\$996.30	\$1,026.20
	2	\$945.50	\$976.20	\$1,007.90	\$1,038.10	\$1,069.20
	3	\$960.40	\$991.60	\$1,023.80	\$1,054.50	\$1,086.10
	4	\$975.45	\$1,007.20	\$1,039.90	\$1,071.10	\$1,103.20
	5	\$1,001.05	\$1,033.60	\$1,067.20	\$1,099.20	\$1,132.20
	6	\$1,023.25	\$1,074.00*	\$1,126.40*	\$1,160.20	\$1,195.00
Grade 2 Renal Dialysis	1	\$1,049.60	\$1,083.70	\$1,118.90	\$1,152.50	\$1,187.10
	2	\$1,104.80	\$1,140.70	\$1,177.80	\$1,213.10	\$1,249.50
	3	\$1,166.70	\$1,204.60	\$1,243.70	\$1,281.00	\$1,319.40
	4	\$1,186.95	\$1,243.00*	\$1,300.90*	\$1,339.90	\$1,380.10
<b>RESEARCH TECHNOLOGISTS (RESEARCH SCIENTISTS) - PETER MACCALLUM ONLY</b>						
<b>Trainee - Part-time student</b>						
1st Year of course		\$565.30	\$583.60	\$602.60	\$620.70	\$639.30
2nd Year of course		\$678.30	\$700.30	\$723.10	\$744.80	\$767.10
3rd Year of course		\$847.90	\$875.40	\$903.80	\$931.00	\$958.90
4th Year of course		\$960.90	\$992.10	\$1,024.30	\$1,055.10	\$1,086.70
5th Year of course and thereafter		\$1,017.50	\$1,050.50	\$1,084.60	\$1,117.20	\$1,150.70
<b>Trainee - Full time student</b>						

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
A trainee who is in their 1st year of their course		\$565.30	\$583.60	\$602.60	\$620.70	\$639.30
A trainee who has not passed all of the subjects in the 1st year of their course		\$678.30	\$700.30	\$723.10	\$744.80	\$767.10
A trainee who has passed all of the subjects in the 1st year of their course		\$847.90	\$875.40	\$903.80	\$931.00	\$958.90
A trainee who has not passed all of the subjects in the 2nd year of their course		\$960.90	\$992.10	\$1,024.30	\$1,055.10	\$1,086.70
A trainee who has passed all of the subjects in the 2nd year of their course, and thereafter		\$1,017.50	\$1,050.48	\$1,084.60	\$1,117.20	\$1,150.70
A trainee who has not passed all of the subjects of study in the 2nd year of the course who is now in their 3rd year of the course, and thereafter		\$1,017.50	\$1,050.50	\$1,084.60	\$1,117.20	\$1,150.70
<b>Adult Trainee - Minimum rate for adult trainee</b>		\$904.40	\$933.80	\$964.10	\$993.00	\$1,022.80
<b>Level A (1)</b>						
Research Assist 1		\$1,130.50	\$1,167.20	\$1,205.10	\$1,241.30	\$1,278.50
Research Assist 2		\$1,183.90	\$1,222.40	\$1,262.10	\$1,300.00	\$1,339.00
Research Assist 3		\$1,237.50	\$1,277.70	\$1,319.20	\$1,358.80	\$1,399.60
Research Assist 4		\$1,281.10	\$1,322.70	\$1,365.70	\$1,406.70	\$1,448.90
Research Assist 5		\$1,324.50	\$1,367.50	\$1,411.90	\$1,454.30	\$1,497.90
Research Assist 6 Offr 1		\$1,368.00	\$1,412.50	\$1,458.40	\$1,502.20	\$1,547.30
Research Assist 7 Offr 2		\$1,411.40	\$1,457.30	\$1,504.70	\$1,549.80	\$1,596.30

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
Research Assist 8 Offr 3		\$1,480.15	\$1,528.30	\$1,578.00	\$1,625.30	\$1,674.10
Snr Research Asst 1		\$1,533.75	\$1,583.60	\$1,635.10	\$1,684.20	\$1,734.70
Snr Research Asst 2		\$1,588.75	\$1,657.90*	\$1,729.30*	\$1,781.20	\$1,834.60
<b>Level B (2)</b>						
Snr Research Offr 1		\$1,533.75	\$1,583.60	\$1,635.10	\$1,684.20	\$1,734.70
Snr Research Offr 2		\$1,588.75	\$1,640.40	\$1,693.70	\$1,744.50	\$1,796.80
Snr Research Offr 3		\$1,644.20	\$1,697.60	\$1,752.80	\$1,805.40	\$1,859.60
Snr Research Offr 4/Res Fellow 1		\$1,699.40	\$1,754.60	\$1,811.60	\$1,865.90	\$1,921.90
Snr Research Offr 5/Res Fellow 2		\$1,754.95	\$1,812.00	\$1,870.90	\$1,927.00	\$1,984.80
Snr Research Offr 6/Res Fellow 3		\$1,810.35	\$1,869.20	\$1,929.90	\$1,987.80	\$2,047.40
Snr Research Offr 7		\$1,865.90	\$1,926.50	\$1,989.10	\$2,048.80	\$2,110.30
Snr Research Offr 8		\$1,921.10	\$1,983.50	\$2,048.00	\$2,109.40	\$2,172.70
<b>Level C</b>						
Snr Research Fellow 1		\$1,865.90	\$1,926.50	\$1,989.10	\$2,048.80	\$2,110.30
Snr Research Fellow 2		\$1,921.10	\$1,983.50	\$2,048.00	\$2,109.40	\$2,172.70
Snr Research Fellow 3		\$1,976.75	\$2,041.00	\$2,107.30	\$2,170.50	\$2,235.60
Snr Research Fellow 4		\$2,032.00	\$2,098.00	\$2,166.20	\$2,231.20	\$2,298.10
Snr Research Fellow 5		\$2,087.50	\$2,155.30	\$2,225.30	\$2,292.10	\$2,360.90
Snr Research Fellow 6		\$2,147.90	\$2,217.70	\$2,289.80	\$2,358.50	\$2,429.30
<b>Level D</b>						
Principal Snr Fellow 1		\$2,253.55	\$2,326.80	\$2,402.40	\$2,474.50	\$2,548.70
Principal Snr Fellow 2		\$2,327.80	\$2,403.50	\$2,481.60	\$2,556.00	\$2,632.70

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
Principal Snr Fellow 3		\$2,401.65	\$2,479.70	\$2,560.30	\$2,637.10	\$2,716.20
Principal Snr Fellow 4		\$2,451.45	\$2,531.10	\$2,613.40	\$2,691.80	\$2,772.60
<b>Level E</b>						
Snr Principal Res Fellow		\$2,831.90	\$2,923.90	\$3,018.90	\$3,109.50	\$3,202.80
<b>TECHNICAL OFFICER</b>						
Grade 1	1	\$991.60	\$1,023.80	\$1,057.10	\$1,088.80	\$1,121.50
	2	\$1,010.40	\$1,043.20	\$1,077.10	\$1,109.40	\$1,142.70
	3	\$1,023.10	\$1,056.40	\$1,090.70	\$1,123.40	\$1,157.10
	4	\$1,038.80	\$1,090.10*	\$1,143.00*	\$1,177.30	\$1,212.60
Grade 2	1	\$1,070.40	\$1,105.20	\$1,141.10	\$1,175.30	\$1,210.60
	2	\$1,116.20	\$1,152.50	\$1,190.00	\$1,225.70	\$1,262.50
	3	\$1,180.70	\$1,219.10	\$1,258.70	\$1,296.50	\$1,335.40
	4	\$1,196.40	\$1,235.30	\$1,275.40	\$1,313.70	\$1,353.10
	5	\$1,216.65	\$1,273.70*	\$1,332.60*	\$1,372.60	\$1,413.80
Grade 3	1	\$1,228.00	\$1,267.90	\$1,309.10	\$1,348.40	\$1,388.90
	2	\$1,275.30	\$1,316.70	\$1,359.50	\$1,400.30	\$1,442.30
	3	\$1,322.70	\$1,365.70	\$1,410.10	\$1,452.40	\$1,496.00
	4	\$1,369.80	\$1,431.80*	\$1,495.80*	\$1,540.70	\$1,586.90
Grade 4	1	\$1,401.40	\$1,446.90	\$1,493.90	\$1,538.70	\$1,584.90
	2	\$1,449.35	\$1,496.50	\$1,545.10	\$1,591.50	\$1,639.20
	3	\$1,501.80	\$1,550.60	\$1,601.00	\$1,649.00	\$1,698.50
	4	\$1,549.45	\$1,617.30*	\$1,687.40*	\$1,738.00	\$1,790.10

Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
<b>WELFARE WORKER</b>						
Unqualified	1	\$775.50	\$800.70	\$826.70	\$851.50	\$877.00
	2	\$816.10	\$842.60	\$870.00	\$896.10	\$923.00
	3	\$833.00	\$860.10	\$888.10	\$914.70	\$942.10
	4	\$862.80	\$890.80	\$919.80	\$947.40	\$975.80
	5	\$885.70	\$914.50	\$944.20	\$972.50	\$1,001.70
	6	\$918.40	\$948.20	\$979.00	\$1,008.40	\$1,038.70
	7	\$943.70	\$991.90*	\$1,041.60*	\$1,072.80	\$1,105.00
Class I (1)	1	\$887.60	\$916.40	\$946.20	\$974.60	\$1,003.80
	2	\$935.30	\$965.70	\$997.10	\$1,027.00	\$1,057.80
	3	\$955.70	\$986.80	\$1,018.90	\$1,049.50	\$1,081.00
	4	\$990.40	\$1,022.60	\$1,055.80	\$1,087.50	\$1,120.10
	5	\$1,017.50	\$1,050.60	\$1,084.70	\$1,117.20	\$1,150.70
	6	\$1,055.80	\$1,090.10	\$1,125.50	\$1,159.30	\$1,194.10
	7	\$1,085.60	\$1,138.40*	\$1,192.90*	\$1,228.70	\$1,265.60
Class II (2)	1	\$1,017.50	\$1,050.60	\$1,084.70	\$1,117.20	\$1,150.70
	2	\$1,055.80	\$1,090.10	\$1,125.50	\$1,159.30	\$1,194.10
	3	\$1,084.70	\$1,120.00	\$1,156.40	\$1,191.10	\$1,226.80
	4	\$1,122.70	\$1,159.20	\$1,196.90	\$1,232.80	\$1,269.80
	5	\$1,142.95	\$1,197.60*	\$1,254.00*	\$1,291.60	\$1,330.30
Class III (3)	1	\$1,122.70	\$1,159.20	\$1,196.90	\$1,232.80	\$1,269.80
	2	\$1,160.60	\$1,198.30	\$1,237.20	\$1,274.30	\$1,312.50



Classification	Year	Translation Rate	FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4	FFPPOA 1 November 2018 3.00%	FFPPOA 1 November 2019 3.00%
	3	\$1,192.20	\$1,248.40*	\$1,306.50*	\$1,345.70	\$1,386.10
Class IV (4)	1	\$1,222.30	\$1,262.00	\$1,303.00	\$1,342.10	\$1,382.40
	2	\$1,257.10	\$1,298.00	\$1,340.20	\$1,380.40	\$1,421.80
	3	\$1,289.30	\$1,348.70*	\$1,410.00*	\$1,452.30	\$1,495.90
<b>YOUTH WORKER</b>						
Class I (1)	1	\$932.45	\$962.80	\$994.10	\$1,023.90	\$1,054.60
	2	\$983.10	\$1,015.10	\$1,048.10	\$1,079.50	\$1,111.90
	3	\$1,004.55	\$1,037.20	\$1,070.90	\$1,103.00	\$1,136.10
	4	\$1,041.40	\$1,075.20	\$1,110.10	\$1,143.40	\$1,177.70
	5	\$1,070.05	\$1,104.80	\$1,140.70	\$1,174.90	\$1,210.10
	6	\$1,110.75	\$1,146.80	\$1,184.10	\$1,219.60	\$1,256.20
	7	\$1,151.85	\$1,206.80*	\$1,263.50*	\$1,301.40	\$1,340.40
Class II (2)	1	\$1,070.05	\$1,104.80	\$1,140.70	\$1,174.90	\$1,210.10
	2	\$1,110.75	\$1,146.80	\$1,184.10	\$1,219.60	\$1,256.20
	3	\$1,150.90	\$1,188.30	\$1,226.90	\$1,263.70	\$1,301.60
	4	\$1,191.45	\$1,230.20	\$1,270.20	\$1,308.30	\$1,347.50
	5	\$1,211.70	\$1,268.60*	\$1,327.30*	\$1,367.10	\$1,408.10
Class III (3)	1	\$1,191.45	\$1,230.20	\$1,270.20	\$1,308.30	\$1,347.50
	2	\$1,232.05	\$1,272.10	\$1,313.40	\$1,352.80	\$1,393.40
	3	\$1,265.90	\$1,324.50*	\$1,385.00*	\$1,426.60	\$1,469.40
Class IV (4)	1	\$1,298.05	\$1,340.20	\$1,383.80	\$1,425.30	\$1,468.10
	2	\$1,335.15	\$1,378.50	\$1,423.30	\$1,466.00	\$1,510.00

<b>Classification</b>	<b>Year</b>	<b>Translation Rate</b>	<b>FFPPOA 4 August 2016 3.25% Plus uplifts as referred to in subclause 28.4</b>	<b>FFPPOA 1 November 2017 3.25% Plus uplifts as referred to in subclause 28.4</b>	<b>FFPPOA 1 November 2018 3.00%</b>	<b>FFPPOA 1 November 2019 3.00%</b>
	3	\$1,369.75	\$1,431.80*	\$1,495.80*	\$1,540.70	\$1,586.90

## PART C – TRANSLATION

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
<b>AHP1 CLASSIFICATIONS - GENERAL</b>				
<b>Intern</b>		<b>Intern</b>		
<b>Applies to:</b> Medical Imaging Technologist and Nuclear Medicine Technologist.	\$841.90		\$841.90	Intern in this New Agreement still only applies to Medical Imaging Technologist and Nuclear Medicine Technologist.
<b>Grade 1</b>		<b>Grade 1</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist		All of the General AHP1 wage rates have gone from using the Physiotherapist to Medical Imaging Technologist wage rates. There are therefore some differences in rounding of wage rates. General AHP1 Grade 1 in this New Agreement apply to all AHP1 classifications except for Radiation Therapy Technologist and Sonographer.
Grade 1, Year 1	\$1,017.50	Grade 1, Year 1	\$1,017.50	
Grade 1, Year 2	\$1,081.80	Grade 1, Year 2	\$1,081.80	
Grade 1, Year 3	\$1,136.80	Grade 1, Year 3	\$1,136.80	
Grade 1, Year 4	\$1,206.30	Grade 1, Year 4	\$1,206.30	
Grade 1, Year 5	\$1,258.70	Grade 1, Year 5	\$1,258.70	

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Grade 1, Year 6	\$1,316.00	Grade 1, Year 6	\$1,316.00	
Grade 1, Year 7	\$1,348.00	Grade 1, Year 7	\$1,348.00	
<b>Grade 2</b>		<b>Grade 2</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist		General AHP1 Grade 2 in this New Agreement apply to all AHP1 classifications except for Radiation Therapy Technologist and Sonographer.
Grade 2, Year 1	\$1,316.00	Grade 2, Year 1	\$1,382.90	Current Grade 2, Year 1 wage rate has been removed and replaced with the previous Grade 2, Year 2 wage rate.
Grade 2, Year 2	\$1,382.90	Grade 2, Year 2	\$1,446.40	Current Grade 2, Year 2 wage rate has been removed and replaced with the previous Grade 2, Year 3 wage rate.
Grade 2, Year 3	\$1,446.40	Grade 2, Year 3	\$1,535.25	Current Grade 2, Year 3 wage rate has been removed and replaced with the previous Grade 2, Year 4 wage rate.
Grade 2, Year 4	\$1,535.25	Grade 2, Year 4	\$1,556.30	Current Grade 2, Year 4 wage rate has been removed and replaced with the previous Grade 2, Year 5 wage rate.

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Grade 2, Year 5	\$1,556.30	Grade 2, Year 4	\$1,556.30	Grade 2, Year 5 no longer exists - Grade 2, Year 4 wage rate to apply.
		<b>Grade 3A</b>		
		<b>Classifications the grade applies to:</b> Art Therapist, Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		This is a new classification in the New Agreement that applies to all AHP1 classifications except for Radiation Therapy Technologist and Sonographer.  Existing Grade 1 and Grade 2 Employees may be reclassified to this Grade where they perform Advanced Practice work (see Schedule 4 of Appendix 4 of this New Agreement).
		Grade 3A, Year 1	\$1,572.20	New Classification refer to <b>Schedule 4, Appendix 4</b> of this New Agreement.
		Grade 3A, Year 2	\$1,594.70	New Classification refer to <b>Schedule 4, Appendix 4</b> of this New Agreement.
		Grade 3A, Year 3	\$1,612.30	New Classification refer to <b>Schedule 4, Appendix 4</b> of this New Agreement.
		Grade 3A, Year 4		New Classification refer to <b>Schedule 4,</b>

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
			\$1,649.80	<b>Appendix 4</b> of this New Agreement.
<b>Grade 3</b>		<b>Grade 3</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist (including Grade 3 Tutor), Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist		General AHP1 Grade 3 in this New Agreement applies to all AHP1 classifications except for Radiation Therapy Technologist and Sonographer.
Grade 3, Year 1	\$1,595.95	Grade 3, Year 1	\$1,595.95	
Grade 3, Year 2	\$1,652.15	Grade 3, Year 2	\$1,652.15	
Grade 3, Year 3	\$1,696.20	Grade 3, Year 3	\$1,696.25	
Grade 3, Year 4	\$1,789.95	Grade 3, Year 4	\$1,790.00	
<b>Grade 4</b>		<b>Grade 4</b>		
<b>Applies to:</b> Cardiac Technologist, Health Information Manager, Medical Imaging Technologist (Including Grade 4 Tutor), Nuclear Medicine Technologist, Occupational Therapist, Physiotherapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist, Exercise Physiologist, Medical Librarian, Photographer/Illustrator, Music Therapist, Orthoptist,		General AHP 1 Grade 4 in this New Agreement applies to all AHP1 classifications except for Radiation Therapy Technologist.

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
		Orthotist/Prosthetist, Play Therapist, Podiatrist, Recreation Therapist and Sonographer.		
Grade 4	\$2,016.75	Grade 4, Year 1	\$1,932.30	New Employees - Year 1
		Grade 4, Year 2	\$1,997.40	New Employees - Year 2
		Grade 4, Year 3	\$2,063.00	Entry point for existing Grade 4 Employees in their first year at Grade 4, <b>OR</b> new Employees in Year 3
		Grade 4, Year 4	\$2,129.10	Entry point for existing Grade 4 Employees in their second or subsequent year at Grade 4 <b>OR</b> new Employees in Year 4
<b>DEPUTY CHIEFS</b>				
<b>DEPUTY CHIEF 1, 2 &amp; 3 - Health Information Manager Only</b>		<b>Grade 3</b>		General AHP1 Grade 3 (Assistant Allied Health Manager) in this New Agreement applies to what were Health Information Manager Deputy Chiefs in the 2011 Agreement.
Deputy Chief Grade 1	\$1,595.95	Grade 3, Year 1	\$1,595.95	
Deputy Chief Grade 2	\$1,652.15	Grade 3, Year 2	\$1,652.15	
Deputy Chief Grade 3	\$1,696.25	Grade 3, Year 3	\$1,696.25	
		Grade 3, Year 4	\$1,790.00	

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
<b>DEPUTY CHIEF GRADE 1 - Nuclear Medicine Technologist and Cardiac Technologist Only</b>		<b>Grade 3</b>		General AHP1 Grade 3 (Assistant Allied Health Manager) in this New Agreement applies to what were Nuclear Medicine Technologist and Cardiac Technologist Deputy Chiefs Grade 1 in the 2011 Agreement.
Deputy Chief Grade 1, Year 1	\$1,595.95	Grade 3, Year 1	\$1,595.95	
Deputy Chief Grade 1, Year 2	\$1,652.15	Grade 3, Year 2	\$1,652.15	
		Grade 3, Year 3	\$1,696.25	
		Grade 3, Year 4	\$1,790.00	
<b>DEPUTY CHIEF GRADE 2 - Nuclear Medicine Technologist and Cardiac Technologist Only</b>		<b>Grade 3</b>		General AHP1 Grade 3 (Assistant Allied Health Manager) in this New Agreement applies to what were Nuclear Medicine Technologist and Cardiac Technologist Deputy Chiefs Grade 2 in the 2011 Agreement, with the starting increment in the Grade being above the Year 1 increment in certain circumstances (see below).
Deputy Chief Grade 2, Year 1	\$1,652.15	Grade 3, Year 1	\$1,595.95	New Employees - Year 1
Deputy Chief Grade 2, Year 2	\$1,696.20	Grade 3, Year 2	\$1,652.15	Entry point for existing Deputy Chiefs Grade 2 in their first year at Deputy Chief Grade 2, <b>OR</b> new Employees in Year 2
Deputy Chief Grade 2, Year 3	\$1,789.95	Grade 3, Year 3	\$1,696.25	Entry point for existing Deputy Chiefs Grade 2 in their second year at Deputy



2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
				Chief Grade 2, <b>OR</b> new Employees in Year 3
		Grade 3, Year 4	\$1,790.00	Entry point for existing Deputy Chief Grade 2 in their third or subsequent year at Deputy Chief Grade 2 <b>OR</b> new Employees in Year 4
<b>DEPUTY CHIEF Grade 1 - Medical Imaging Technologists Only</b>		<b>Grade 3</b>		General AHP1 Grade 3 (Assistant Allied Health Manager) in this New Agreement applies to what were Medical Imaging Technologist Deputy Chiefs Grade 1 in the 2011 Agreement.
Deputy Chief, Grade 1, Year 1	\$1595.95	Grade 3, Year 1	\$1,595.95	
Deputy Chief, Grade 1, Year 2	\$1652.15	Grade 3, Year 2	\$1,652.15	
Deputy Chief, Grade 1, Year 3	\$1696.20	Grade 3, Year 3	\$1,696.25	
		Grade 3, Year 4	\$1,790.00	
<b>DEPUTY CHIEF Grade 2 - Medical Imaging Technologists Only</b>		<b>Grade 3</b>		General AHP1 Grade 3 (Assistant Allied Health Manager) in this New Agreement applies to what were Medical Imaging Technologist Deputy Chiefs Grade 2 in the Previous Agreement, with the starting increment in Grade 3 being Year 4 (see below).
		Grade 3, Year 1	\$1,595.95	
		Grade 3, Year 2	\$1,652.15	

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
		Grade 3, Year 3	\$1,696.25	
Deputy Chief, Grade 2, Year 1	\$1789.95	Grade 3, Year 4	\$1,790.00	Entry point for existing <b>AND</b> New Employees
Deputy Chief, Grade 2, Year 2	\$1871.00	Grade 3, Year 4	\$1,790.00	Employees employed at Deputy Chief Grade 2, Year 2 before the commencement of the Agreement will also receive wage increases on their current rate in accordance with subclause <b>28.6</b> of this New Agreement.
<b>DEPUTY CHIEF Grade 3 - Medical Imaging Technologists Only</b>		<b>Grade 4</b>		General AHP1 Grade 4 (Assistant Allied Health Manager) in this New Agreement applies to what were Medical Imaging Technologist Deputy Chiefs Grade 3 in the 2011 Agreement.
Deputy Chief Grade 3	\$2016.75	Grade 4, Year 1	\$1,932.30	New Employees - Year 1
		Grade 4, Year 2	\$1,997.40	New Employees - Year 2
		Grade 4, Year 3	\$2,063.00	Entry point for existing Deputy Chief Grade 3 Employees in their first year at Deputy Chief Grade 3, <b>OR</b> new Employees in Year 3
		Grade 4, Year 4	\$2,129.10	Entry point for existing Deputy Chief Grade 3 Employees in their second or subsequent year at Deputy Chief Grade 3, <b>OR</b> new Employees in Year 4

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
<b>DEPUTY CHIEF Grade 4 - Medical Imaging Technologists Only</b>		<b>Grade 4</b>		General AHP1 Grade 4 (Assistant Allied Health Manager) in this New Agreement applies to what were Medical Imaging Technologist Deputy Chiefs Grade 4 in the 2011 Agreement, with the starting increment in Grade 4 being Year 4 (see below).
		Grade 4, Year 1	\$1,932.30	
		Grade 4, Year 2	\$1,997.40	
		Grade 4, Year 3	\$2,063.00	
Deputy Chief Grade 4	\$2177.60	Grade 4, Year 4	\$2,129.10	Entry point for new Employees and existing Employees. However, Employees employed at Deputy Chief Grade 4 before the commencement of the Agreement will receive wage increases on their current rate of pay in accordance with <b>subclause 28.6</b> of this New Agreement.
<b>DEPUTY CHIEFS - ALL OTHERS</b>		<b>Grade 3</b>		
<b>AHP 1 Classifications (UG1 classifications) the grade currently applies to:</b> Exercise Physiologist, Medical Librarian, Music Therapist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist,		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist		General AHP1 Grade 3 (Assistant Allied Health Manager) in this New Agreement applies to what were Exercise Physiologist, Medical Librarian, Music Therapist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist,

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.				Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist Deputy Chiefs in the 2011 Agreement, as well as Art Therapist.
Deputy Chief Year 1	\$1,595.95	Grade 3, Year 1	\$1,595.95	
Deputy Chief Year 2	\$1,652.15	Grade 3, Year 2	\$1,652.15	
Deputy Chief Year 3	\$1,696.25	Grade 3, Year 3	\$1,696.25	
		Grade 3, Year 4	\$1,790.00	
<b>CHIEFS</b>				
<b>CHIEF GRADE 1</b>		<b>Grade 3</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist		General AHP1 Grade 3 (Allied Health Manager) in this New Agreement applies to what were UG1 Chiefs Grade 1 in the 2011 Agreement.  Applies to all AHP1 Classifications except for Radiation Therapy Technologist and Sonographer.
Chief Grade 1, Year 1	\$1,595.95	Grade 3, Year 1	\$1,595.95	
Chief Grade 1, Year 2	\$1,652.15	Grade 3, Year 2	\$1,652.15	

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Chief Grade 1, Year 3	\$1,696.20	Grade 3, Year 3	\$1,696.25	
		Grade 3, Year 4	\$1,790.00	
<b>CHIEF GRADE 2</b>		<b>Grade 3</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist.		General AHP1 Grade 3 (Allied Health Manager) in this New Agreement applies to what were UG1 Chiefs Grade 2 in the 2011 Agreement, with the starting increment in Grade 3 being Year 4 (see below).  Applies to all AHP1 Classifications except for Radiation Therapy Technologist and Sonographer.
		Grade 3, Year 1	\$1,595.95	
		Grade 3, Year 2	\$1,652.15	
		Grade 3, Year 3	\$1,696.25	
Chief Grade 2, Year 1	\$1,789.95	Grade 3, Year 4	\$1,790.00	Entry point for existing <b>AND</b> new Employees
Chief Grade 2, Year 2	\$1,871.00	Grade 3, Year 4	\$1,790.00	Employees employed at Chief Grade 2, Year 2 in the 2011 Agreement before the commencement of the Agreement will receive wage increases on their current rate of pay in accordance with subclause <b>28.6</b> of this New Agreement.

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
<b>CHIEF GRADE 3</b>		<b>Grade 4</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist and Sonographer.		General AHP1 Grade 4 (Allied Health Manager) in this New Agreement applies to what were UG1 Chiefs Grade 3 in the 2011 Agreement.  Applies to all AHP1 Classifications except for Radiation Therapy Technologist.
Chief, Grade 3	\$2,016.75	Grade 4, Year 1	\$1,932.30	New Employees - Year 1
		Grade 4, Year 2	\$1,997.40	New Employees - Year 2
		Grade 4, Year 3	\$2,063.00	Entry point for existing Chief Grade 3 Employees in their first year Chief Grade 3, <b>OR</b> new Employees in Year 3
		Grade 4, Year 4	\$2,129.10	Entry point for existing Chief Grade 3 Employees in their second and subsequent year at Chief Grade 3, <b>OR</b> new Employees in Year 4
<b>CHIEF GRADE 4</b>		<b>Grade 4</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist and Sonographer.		General AHP1 Grade 4 (Allied Health Manager) in this New Agreement applies to what were UG1 Chiefs Grade 4 in the 2011 Agreement, with the starting

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.				increment in Grade 4 being Year 4 (see below). Applies to all AHP1 Classifications except for Radiation Therapy Technologist.
		Grade 4, Year 1	\$1,932.30	
		Grade 4, Year 2	\$1,997.40	
		Grade 4, Year 3	\$2,063.00	
Chief Grade 4	\$2,177.60	Grade 4, Year 4	\$2,129.10	Entry point for new Employees and existing Employees. However, Employees employed at Chief Grade 4 before the commencement of the Agreement will receive wage increases on their current rate of pay in accordance with subclause <b>28.6</b> of this New Agreement.
<b>CHIEF GRADE 5</b>		<b>Grade 5</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist,		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist and Sonographer.		General AHP1 Grade 5 (Allied Health Manager) in this New Agreement applies to what were UG1 Chiefs Grade 5 in the 2011 Agreement, that meet the requirements of clause 7 of Section B of Appendix 4.

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.				Applies to all AHP1 Classifications except for Radiation Therapy Technologist.
Chief Grade 5	\$2,402.40	Grade 5	\$2,402.40	
		<b>Grade 6</b>		
<b>Applies to:</b> Cardiac Technologist, Exercise Physiologist, Health Information Manager, Medical Imaging Technologist, Medical Librarian, Music Therapist, Nuclear Medicine Technologist, Occupational Therapist, Orthoptist, Orthotist/Prosthetist, Photographer/Illustrator, Physiotherapist, Play Therapist, Podiatrist, Recreation Therapist, Social Worker and Speech Pathologist.		<b>Additional Classifications (to those in the 2011 Agreement) the grade applies to:</b> Art Therapist and Sonographer.		General AHP1 Grade 6 (Allied Health Manager) in this New Agreement applies to what were UG1 Chiefs Grade 5 in the 2011 Agreement, that meet the requirements of clause 8 of Section B of Appendix 4.  Applies to all AHP1 Classifications except for Radiation Therapy Technologist.
Chief Grade 5	\$2,402.40	Grade 6	\$2,608.60	New Classification refer to <b>Clause 8 of Section B of Appendix 4</b> of this New Agreement for application.
		<b>Grade 6</b>		
		Deputy Director of Allied Health		New Classification refer to <b>Clause 8 of Section B of Appendix 4</b> of this New Agreement.
<b>DIRECTOR OF ALLIED HEALTH</b>		<b>Grade 7</b>		
Director of Allied Health	\$2,691.95	Director of Allied Health	\$2,916.90	



2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
<b>AHP1 CLASSIFICATIONS - RADIATION THERAPY TECHNOLOGISTS</b> (Rad Therapist/RT)				
<b>Intern</b>		<b>Intern</b>		
Intern Rad Therapist	\$841.90	Intern Rad Therapist	\$841.90	
<b>Grade 1</b>		<b>Grade 1</b>		
Rad Therapist Grade 1 Year 1	\$1,017.50	Rad Therapist Grade 1 Year 1	\$1,017.50	
Rad Therapist Grade 1 Year 2	\$1,081.80	Rad Therapist Grade 1 Year 2	\$1,081.80	
Rad Therapist Grade 1 Year 3	\$1,136.80	Rad Therapist Grade 1 Year 3	\$1,136.80	
Rad Therapist Grade 1 Year 4	\$1,206.30	Rad Therapist Grade 1 Year 4	\$1,206.30	
Rad Therapist Grade 1 Year 5	\$1,258.70	Rad Therapist Grade 1 Year 5	\$1,258.70	
Rad Therapist Grade 1 Year 6	\$1,316.00	Rad Therapist Grade 1 Year 6	\$1,316.00	
Rad Therapist Grade 1 Year 7	\$1,348.90	Rad Therapist Grade 1 Year 7	\$1,348.90	
<b>Grade 2</b>		<b>Grade 2</b>		
Rad Therapist Grade 2 Year 1	\$1,316.00	Rad Therapist Grade 2 Year 1	\$1,316.00	
Rad Therapist Grade 2 Year 2	\$1,382.90	Rad Therapist Grade 2 Year 2	\$1,382.90	
Rad Therapist Grade 2 Year 3	\$1,446.40	Rad Therapist Grade 2 Year 3	\$1,446.40	
Rad Therapist Grade 2 Year 4	\$1,535.25	Rad Therapist Grade 2 Year 4	\$1,535.25	
Rad Therapist Grade 2 Year 5	\$1,556.30	Rad Therapist Grade 2 Year 5	\$1,556.30	

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
		<b>Grade 3A</b>		
				This is a new classification in this New Agreement that applies to the Radiation Therapy Technologist AHP1 classification.  Existing Grade 1 and Grade 2 Employees may be reclassified to this Grade where they perform Advanced Practice work (see Schedule 4 of Appendix 4 of this New Agreement).
		Grade 3A, Year 1	\$1,572.20	New Classification refer to <b>Section C of Appendix 4</b> of this New Agreement
		Grade 3A, Year 2	\$1,594.70	New Classification refer to <b>Section C of Appendix 4</b> of this New Agreement
		Grade 3A, Year 3	\$1,612.30	New Classification refer to <b>Section C of Appendix 4</b> of this New Agreement
		Grade 3A, Year 4	\$1,649.80	New Classification refer to <b>Section C of Appendix 4</b> of this New Agreement
<b>Grade 2A/B</b>		<b>Grade 3</b>		Radiation Therapy Technologist Grade 2A/2B in the 2011 Agreement is now AHP1 Radiation Therapy Technologist Grade 3 in this new Agreement
Rad Therapist Grade 2A/B Year 1	\$1,595.95	Rad Therapist Grade 3 Year 1	\$1,595.95	
Rad Therapist Grade 2A/B Year 2	\$1,652.15	Rad Therapist Grade 3 Year 2	\$1,652.15	

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Rad Therapist Grade 2A/B Year 3	\$1,696.20	Rad Therapist Grade 3 Year 3	\$1,696.20	
Rad Therapist Grade 2A/B Year 4	\$1,789.95	Rad Therapist Grade 3 Year 4	\$1,789.95	
<b>Grade 2C/3</b>		<b>Grade 4</b>		Radiation Therapy Technologist Grade 2C/3 in the 2011 Agreement is now AHP1 Radiation Therapy Technologist Grade 4 in this New Agreement.
Rad Therapist Grade 2C/3 Year 1	\$1,871.00	Rad Therapist Grade 4 Year 1	\$1,871.00	
Rad Therapist Grade 2C/3 Year 2	\$2,177.60	Rad Therapist Grade 4 Year 2	\$2,177.60	
<b>Grade 4</b>		<b>Grade 5</b>		Radiation Therapy Technologist Grade 4 in the 2011 Agreement is now AHP1 Radiation Therapy Technologist Grade 5 in this New Agreement.
Assist RT Mgr Grade 4 Level 1#	\$2,346.30	Assist RT Mgr Grade 5 Level 1#	\$2,346.30	
Assist RT Mgr Grade 4 Level 2	\$2,402.50	Assist RT Mgr Grade 5 Level 2#	\$2,402.50	
<b>Grade 5</b>		<b>Grade 6</b>		Radiation Therapy Technologist Grade 5 in the 2011 Agreement is now AHP1 Radiation Therapy Technologist Grade 6 in this New Agreement.
Deputy RT Mgr Grade 5 Level 1	\$2,547.15	Deputy RT Mgr Grade 6 Level 1	\$2,547.15	
Deputy RT Mgr Grade 5 Level 2*	\$2,691.95	Deputy RT Mgr Grade 6 Level 2*	\$2,691.95	
<b>Grade 6</b>		<b>Grade 7</b>		Radiation Therapy Technologist Grade 6 in the 2011 Agreement is now AHP1 Radiation Therapy Technologist Grade 7

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
				in this New Agreement.
RT Mgr Grade 6 Level 1	\$2,880.50	RT Mgr Grade 7 Level 1	\$2,880.50	
RT Mgr Grade 6 Level 2*	\$3,068.80	RT Mgr Grade 7 Level 2*	\$3,068.80	
* Peter MacCallum only				
# Peter MacCallum cannot use this classification				
<b>AHP1 CLASSIFICATIONS - SONOGRAPHERS</b>				
<b>Grade 1</b>		<b>Grade 1</b>		
Sonographer Grade 1 Year 1	\$1,017.50	Sonographer Grade 1 Year 1	\$1,017.50	
Sonographer Grade 1 Year 2	\$1,081.80	Sonographer Grade 1 Year 2	\$1,081.80	
Sonographer Grade 1 Year 3	\$1,136.80	Sonographer Grade 1 Year 3	\$1,136.80	
Sonographer Grade 1 Year 4	\$1,206.30	Sonographer Grade 1 Year 4	\$1,206.30	
<b>Grade 2</b>		<b>Grade 2</b>		
Sonographer Grade 2 Year 1	\$1,316.00	Sonographer Grade 2 Year 1	\$1,316.00	
Sonographer Grade 2 Year 2	\$1,382.90	Sonographer Grade 2 Year 2	\$1,382.90	
Sonographer Grade 2 Year 3	\$1,446.40	Sonographer Grade 2 Year 3	\$1,446.40	
<b>Grade 3</b>		<b>Grade 3</b>		
Sonographer Grade 3 Year 1	\$1,595.95	Sonographer Grade 3 Year 1	\$1,595.95	
Sonographer Grade 3 Year 2	\$1,652.15	Sonographer Grade 3 Year 2	\$1,652.15	

2011 Agreement Structure	Current Wage Rates	New Agreement Structure	Translation Wage Rate	Translation Note
Sonographer Grade 3 Year 3	\$1,696.20	Sonographer Grade 3 Year 3	\$1,696.20	
Sonographer Grade 3 Year 4	\$1,789.95	Sonographer Grade 3 Year 4	\$1,789.95	
<b>Grade 4</b>		<b>Grade 4</b>		The Grade 4 AHP1 Classification – General in this New Agreement also applies to Sonographer.
Sonographer Grade 4	\$2,016.75	Sonographer Grade 4, Year 1	\$1,932.30	New Employees - Year 1
		Sonographer Grade 4, Year 2	\$1,997.40	New Employees - Year 2
		Sonographer Grade 4, Year 3	\$2,063.00	Entry point for existing Grade 4 Employees in their first year at Grade 4, <b>OR</b> new Employees in Year 3
		Sonographer Grade 4, Year 4	\$2,129.10	Entry point for existing Grade 4 Employees in their second or subsequent year at Grade 4, <b>OR</b> new Employees in Year 4
<b>Other Classifications</b>				
Refer To AHP1 Classification – General translations for Chief, Deputy Chief, Deputy Director of Allied Health and Director of Allied Health translations for Sonographers (Grades 4, 5, 6 and 7 in this New Agreement).				

## AHP2 CLASSIFICATIONS

### BIOMEDICAL TECHNOLOGISTS

Grade 2, Year 1	\$1,070.40	Grade 2, Year 1	\$1,070.40	
Grade 2, Year 2	\$1,116.20	Grade 2, Year 2	\$1,116.20	
Grade 2, Year 3	\$1,180.70	Grade 2, Year 3	\$1,180.70	
Grade 2, Year 4	\$1,196.40	Grade 2, Year 4	\$1,196.40	
		Grade 2, Year 5	\$1,216.65	New Grade 2, Year 5 wage rate in this New Agreement in line with the Technical Officer Grade 2, Year 5 wage rate.

### COMMUNITY DEVELOPMENT WORK

Class III (3), Year 1	\$1,400.60	Class III (3), Year 1	\$1,400.60	
Class III (3), Year 2	\$1,439.10	Class III (3), Year 2	\$1,439.10	
Class III (3), Year 3	\$1,481.40	Class III (3), Year 3	\$1,481.40	
		Class III (3), Year 4	\$1,502.40	New Class 3, Year 4 wage rate in this new Agreement in line with the Community Development Worker 2B, Year 7 wage rate.

#### Notes:

1. A reference in the table above to **New Agreement** is a reference to the *Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020*.
2. For most AHP2 classifications there have been no changes to the classification structure that applies to them. Translations have only been included for AHP2 classifications in the table above where there has been a change to the classification structure.

## APPENDIX 3 – ALLOWANCES

Allowance	Current	FFPOA			
		4-Aug-16	1-Nov-17	1-Nov-18	1-Nov-19
		3.25%	3.25%	3.00%	3.00%
<b>CATT on-call allowance</b>	\$102.05	\$105.40	\$108.85	\$112.15	\$115.55
<b>Supervisors Allowance*</b>	\$69.15	\$75.55	\$78.00	\$80.35	\$82.75
<i>*Medical Tech/Renal Dialysis Tech Only</i>					
<b>Shift Allowances</b>					
<b>AHP1 Classifications</b>					
Morning Shift	\$24.25	\$26.30	\$27.15	\$27.95	\$28.80
Afternoon Shift	\$24.25	\$26.30	\$27.15	\$27.95	\$28.80
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$38.75	\$42.05	\$43.40	\$44.70	\$46.05
<b>Medical Technicians and Medical Laboratory Technicians</b>					
Morning Shift	\$21.20	\$23.45	\$24.20	\$24.95	\$25.70
Afternoon Shift	\$21.20	\$23.45	\$24.20	\$24.95	\$25.70
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$33.90	\$37.50	\$38.70	\$39.90	\$41.10
<b>Child Psychotherapists</b>					
Morning Shift	\$23.90	\$26.00	\$26.85	\$27.65	\$28.50
Afternoon Shift	\$23.90	\$26.00	\$26.85	\$27.65	\$28.50

Allowance	Current	FFPPOA			
		4-Aug-16	1-Nov-17	1-Nov-18	1-Nov-19
		3.25%	3.25%	3.00%	3.00%
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$38.30	\$41.60	\$42.95	\$44.25	\$45.60
<b>Biomedical Technologists and Technical Officers</b>					
Morning Shift	\$24.80	\$25.60	\$26.45	\$27.20	\$28.05
Afternoon Shift	\$24.80	\$25.60	\$26.45	\$27.20	\$28.05
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$39.65	\$40.95	\$42.30	\$43.55	\$44.85
<b>Client Advisor/Rehabilitation Consultants</b>					
Morning Shift	\$31.35	\$32.40	\$33.45	\$34.45	\$35.45
Afternoon Shift	\$31.35	\$32.40	\$33.45	\$34.45	\$35.45
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$50.15	\$51.80	\$53.50	\$55.10	\$56.75
<b>Community Development Workers</b>					
Morning Shift	\$25.05	\$25.85	\$26.70	\$27.50	\$28.30
Afternoon Shift	\$25.05	\$25.85	\$26.70	\$27.50	\$28.30
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$40.05	\$41.35	\$42.70	\$44.00	\$45.30
<b>Dental Prosthetists</b>					
Morning Shift	\$31.50	\$32.55	\$33.60	\$34.60	\$35.65
Afternoon Shift	\$31.50	\$32.55	\$33.60	\$34.60	\$35.65
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55



Allowance	Current	FFPPOA			
		4-Aug-16	1-Nov-17	1-Nov-18	1-Nov-19
		3.25%	3.25%	3.00%	3.00%
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$50.40	\$52.05	\$53.75	\$55.35	\$57.00
<b>Dental Technicians</b>					
Morning Shift	\$24.05	\$24.85	\$25.65	\$26.45	\$27.20
Afternoon Shift	\$24.05	\$24.85	\$25.65	\$26.45	\$27.20
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$38.50	\$39.75	\$41.05	\$42.30	\$43.55
<b>Mechanical Officers</b>					
Morning Shift	\$33.85	\$34.95	\$36.10	\$37.15	\$38.30
Afternoon Shift	\$33.85	\$34.95	\$36.10	\$37.15	\$38.30
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$54.15	\$55.90	\$57.75	\$59.45	\$61.25
<b>Radiation Engineers</b>					
Morning Shift	\$31.85	\$32.90	\$33.95	\$35.00	\$36.05
Afternoon Shift	\$31.85	\$32.90	\$33.95	\$35.00	\$36.05
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$51.00	\$52.65	\$54.35	\$56.00	\$57.65
<b>Renal Dialysis Technicians</b>					
Morning Shift	\$26.25	\$27.10	\$27.95	\$28.80	\$29.70
Afternoon Shift	\$26.25	\$27.10	\$27.95	\$28.80	\$29.70
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50

Allowance	Current	FFPPOA			
		4-Aug-16	1-Nov-17	1-Nov-18	1-Nov-19
		3.25%	3.25%	3.00%	3.00%
Change of Shift	\$42.00	\$43.35	\$44.75	\$46.10	\$47.50
<b>Research Technologists (Research Scientists)</b>					
Morning Shift	\$28.25	\$29.20	\$30.15	\$31.05	\$31.95
Afternoon Shift	\$28.25	\$29.20	\$30.15	\$31.05	\$31.95
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$45.20	\$46.70	\$48.20	\$49.65	\$51.15
<b>Welfare Worker</b>					
Morning Shift	\$22.20	\$22.90	\$23.65	\$24.35	\$25.10
Afternoon Shift	\$22.20	\$22.90	\$23.65	\$24.35	\$25.10
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$35.50	\$36.65	\$37.85	\$39.00	\$40.15
<b>Youth Worker</b>					
Morning Shift	\$23.30	\$24.05	\$24.85	\$25.60	\$26.35
Afternoon Shift	\$23.30	\$24.05	\$24.85	\$25.60	\$26.35
Night Shift	\$57.85	\$59.75	\$61.70	\$63.60	\$65.55
Permanent Night	\$68.45	\$70.70	\$73.00	\$75.20	\$77.50
Change of Shift	\$37.30	\$38.50	\$39.75	\$40.95	\$42.20
<b>Uniform Allowance</b>					
Per Day	\$1.59	\$1.64	\$1.70	\$1.75	\$1.80
Per Week	\$7.99	\$8.25	\$8.52	\$8.77	\$9.04
<b>Laundry Allowance</b>					
Per Day	\$0.38	\$0.39	\$0.41	\$0.42	\$0.43

Allowance	Current	FFPPOA			
		4-Aug-16	1-Nov-17	1-Nov-18	1-Nov-19
		3.25%	3.25%	3.00%	3.00%
Per Week	\$1.90	\$1.96	\$2.03	\$2.09	\$2.15
<b>Maximum Annual Leave Loading</b>					
Weekly Salary Exceeds	\$1,595.45	\$1,647.80	\$1,701.40	\$1,752.40	\$1,805.00
Loading Amount	\$1,116.90	\$1,153.50	\$1,191.00	\$1,226.70	\$1,263.50
<b>Meal Allowance</b>					
	\$13.18	\$13.61	\$14.05	\$14.47	\$14.91
<b>Higher Qualification Allowance</b>					
Post Graduate Qualification	\$85.25	\$88.05	\$90.90	\$93.65	\$96.45
Doctorate	\$113.70	\$117.40	\$121.20	\$124.85	\$128.60
<b>Sole Allowance</b>					
	\$50.90	\$52.55	\$54.25	\$55.90	\$57.55
<b>On Call Allowance</b>					
Weekday	\$27.05	\$27.95	\$28.85	\$29.70	\$30.60
Weekends and Public Holidays	\$54.10	\$55.85	\$57.70	\$59.40	\$61.20
<b>Sleepover Allowance</b>					
Social Workers	\$21.00	\$21.70	\$22.40	\$23.05	\$23.75
Community Development Workers	\$21.00	\$21.70	\$22.40	\$23.05	\$23.75
Youth Workers	\$50.60	\$52.25	\$53.95	\$55.55	\$57.20
Welfare Workers	\$56.50	\$58.35	\$60.25	\$62.05	\$63.90
All other Employees	\$52.35	\$54.05	\$55.80	\$57.45	\$59.15
<b>Working Away from Home Allowance</b>					

Allowance	Current	FFPPOA			
		4-Aug-16	1-Nov-17	1-Nov-18	1-Nov-19
		3.25%	3.25%	3.00%	3.00%
Weekday		\$27.95	\$28.85	\$29.70	\$30.60
Weekends and Public Holidays		\$55.85	\$57.70	\$59.40	\$61.20

## **APPENDIX 4 – CLASSIFICATION DEFINITIONS**

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An Employer is not obliged to appoint to each Grade. However where an Employee meets the requirements of the Grade, the Employer will classify them at that Grade (see subclause 85.2 – Classification and Reclassification).

This Appendix is arranged as follows:

### **General**

Section A – Definitions

### **Allied Health Professional (AHP1)**

Section B – AHP1 Classification Descriptors – General

Section C – AHP1 Classification Descriptors – Radiation Therapy Technologist

Section D – AHP1 Classification Descriptors – Sonographer

Schedule 1 – Relevant entry requirements for AHP1 Classifications

Schedule 2 – Specific special knowledge or depth of experience examples

Schedule 3 – Health Information Manager Specialty Area Examples

Schedule 4 – Advanced Practice Roles Grade 3 and 4

### **Allied Health Professional (AHP2)**

Section E – AHP2 Classification Descriptors

# SECTION A – DEFINITIONS

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## 1. Definitions

In this classification structure, the following terms are defined as follows:

**1.1 Advanced Practice** is defined in clause 1 of Schedule 4 of this Appendix 4.

**1.2 AHP1 Classification/s** means the following professions:

- (a) Art Therapist;
- (b) Cardiac Technologist;
- (c) Exercise Physiologist;
- (d) Health Information Manager (Medical Records Administrator);
- (e) Medical Imaging Technologist (Radiographer);
- (f) Medical Librarian;
- (g) Music Therapist;
- (h) Nuclear Medicine Technologist;
- (i) Occupational Therapist;
- (j) Orthoptist;
- (k) Orthotist/Prosthetist;
- (l) Photographer or Illustrator (Medical Photographer or Illustrator);
- (m) Physiotherapist;
- (n) Play Therapist (Child Life Therapist);
- (o) Podiatrist;
- (p) Radiation Therapy Technologist;
- (q) Recreation Therapist;
- (r) Social Worker;
- (s) Sonographer; and
- (t) Speech Pathologist.

**1.3 AHP2 Classification/s** means the following professions:

- (a) Biomedical Technologist;
- (b) Child Psychotherapist;
- (c) Client Advisor/Rehabilitation Consultant;
- (d) Community Development Worker;
- (e) Dental Prosthetist;
- (f) Dental Technician;

- (g) Medical Laboratory Technician;
- (h) Medical Technician;
- (i) Renal Dialysis Technician;
- (j) Technical Officer;
- (k) Welfare Worker;
- (l) Youth Worker; and
- (m) at the Peter MacCallum Cancer Institute only:
  - (i) Mechanical Officer;
  - (ii) Radiation Engineer; and
  - (iii) Research Technologist (Research Scientist).

- 1.4 Allied Health Manager** means an Employee required to undertake responsibility for the organisation of the department and the supervision of staff and/or to manage a service wide program and who has responsibility for budgets, management of staff, clinical and service outcomes in the program, provision of professional leadership and guidance of staff. An Employee classified in an Allied Health Manager position may be responsible for a program across a number of sites or be responsible for a multi-disciplinary allied health professional structure across a number of sites or a large department/program for a single professional stream. Allied Health Managers must be Employees from an AHP1 Classification.
- 1.5 Assistant Allied Health Manager** means an Employee required to assist and to deputise for an Allied Health Manager. Assistant Allied Health Managers must be Employees from an AHP 1 Classification.
- 1.6 Full-Time Employees** in the Allied Health Manager and Assistant Allied Health Manager classifications is the effective full-time (i.e. add the number of hours regularly worked by the Employees that report to the Allied Health Manager/Assistant Allied Health Manager and divide by 38 to derive the effective full-time).

# SECTION B – AHP1 CLASSIFICATION DESCRIPTORS – GENERAL

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## AHP1 Classifications – General

### 1. Application

The AHP1 Classification Descriptors – General apply to all AHP1 Classifications except:

- 1.1 Radiation Therapy Technologist (see Section C of this Appendix 4);
- 1.2 Sonographer with respect to Grades 1, 2 and 3 only. The AHP1 Classification Descriptors – General for Grades 4, 5, 6 and 7 will apply to Sonographers (see Section D of this Appendix 4 for the Sonographer Grades 1, 2 and 3, and an additional Grade 4 descriptor for Sonographers).

### 2. Intern – Medical Imaging Technologist (Radiographer) and Nuclear Medicine Technologist only

- 2.1 This classification applies to Medical Imaging Technologists (MIT) and Nuclear Medicine Technologists (NMT) only.
- 2.2 An Intern Medical Imaging Technologist or Nuclear Medicine Technologist is an Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is undertaking a clinical placement following the completion of their qualification.

### 3. Grade 1

#### Grade 1 – General Definition

- 3.1 A Grade 1 Employee is an Employee who:
  - (a) has a relevant qualification for their profession and/or meets the entry requirements described at Schedule 1 of this Appendix 4;
  - (b) works on routine tasks within the scope of practice for their profession, consulting with a more experienced Employee when problems arise or when dealing with matters they are unfamiliar with; and
  - (c) is able to work with students.
- 3.2 This will generally be the entry level for new graduates.



## 4. Grade 2

### 4.1 Grade 2 – General Definition (does not apply to MIT)

A Grade 2 Employee is an Employee required to undertake additional duties/responsibilities to a Grade 1 Employee, for example:

- (a) supervising and training students;
- (b) supervising staff including clinical supervision of Grade 1 Employees;
- (c) performing work which requires special knowledge or depth of experience. In the case of Cardiac Technologists, Medical Librarians, Orthotists/Prosthetists, Physiotherapists, Podiatrists and Social Workers examples of areas in which such work may be performed are listed in Schedule 2 of this Appendix 4;
- (d) being required to take charge of a section of a department;
- (e) holding an equivalent position at a smaller establishment such as a day hospital/centre, nursing home or community health centre;
- (f) in the case of Health Information Manager being responsible for clinical trial/data management at recognised trials including national and international trials; and/or
- (g) in the case of Play Therapist, research/case studies, and/or client and group program supervision and/or evaluation.

### 4.2 Grade 2 – Medical Imaging Technologist (Radiographer)

A Grade 2 Medical Imaging Technologist is an Employee who is required to undertake additional responsibilities and/or who has additional experience who demonstrates a degree of competence and ability to work independently and without supervision which reflects a level of continuing education and/or practical expertise. Parameters for this position would include one or more of the following:

- (a) a Medical Imaging Technologist who is required to supervise other medical imaging staff including clinical supervision of Grade 1 Employees, and train medical imaging students;
- (b) a Medical Imaging Technologist who is required to supervise a section of a department;
- (c) holds an equivalent position at a smaller establishment such as a day hospital/centre, nursing home or community health centre; or
- (d) a Medical Imaging Technologist who can demonstrate extensive or special knowledge, experience and competence in any of the specialist modalities or areas of additional responsibilities such as computed tomography (CT), digital subtraction angiography (DSA), cardiac angiography, mammography, magnetic resonance imaging (MRI), picture archiving and communication systems (PACS), radiology information system (RIS) or quality assurance activities.

## 5. Grade 3

### 5.1 Grade 3 – General Definition

A Grade 3 Employee is an Employee who:

- (a) in addition to undertaking or having the ability to undertake the Grade 2 duties/responsibilities will:
  - (i) normally have at least 7 years' experience in the relevant profession; and
  - (ii) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) recognised as requiring high levels of specialist knowledge; or
- (b) is an Allied Health Manager or Assistant Allied Health Manager as defined in subclause 1.4 or 1.5 of Section A of this Appendix 4 who meets the requirements of subclause 5.4(b)(i), (ii), (iii) or (iv) of Section B of this Appendix 4.

In the case of a Health Information Manager, examples of specialised knowledge are at Schedule 3.

### 5.2 Role function

An Employee in a Grade 3 position performs duties within or across the following areas of expertise:

- (a) Clinical;
- (b) Managerial;
- (c) Education; and/or
- (d) Research.

### 5.3 Clinical

- (a) Indicative duties/responsibilities include:
  - (i) working in a clinical area of their profession that requires high levels of specialist knowledge;
  - (ii) clinical supervision of Grade 1 and Grade 2 Employees;
  - (iii) management of quality improvement;
  - (iv) acting on expert advisory committees;
  - (v) providing specialist advice to other Employees or staff in their profession/discipline or other disciplines including secondary consultation; and/or
  - (vi) having an Advanced Practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 3 Employee as described at Schedule 4 of this Appendix 4.

- (b) A Grade 3 Employee whose duties are mostly within the Clinical area of expertise may be described as a Senior Clinician.

#### **5.4 Managerial**

- (a) Indicative duties/responsibilities include:
  - (i) administrative functions;
  - (ii) mentoring and/or managerial supervision of Employees;
  - (iii) advocating to more senior management on behalf of their team;
  - (iv) budget and/or human resource management; and/or
  - (v) being a manager of a team (discipline specific or multi-disciplinary) including in a community health setting or similar.
- (b) A Grade 3 Employee whose duties are mostly within the Managerial area of expertise may be an:
  - (i) other than for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 1 to 14 Full-Time Employees and/or other staff not covered by this Agreement totalling 6 to 25 in number, save that:
    - A. an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 6 to 14 Full-Time Employees and/or other staff not covered by this Agreement totalling 15 to 25 in number will commence at the Grade 3 Year 4 rate of pay;
  - (ii) for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 1 to 8 Full-Time Employees, save that:
    - A. an Orthotist/Prosthetist Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 in charge of 4 to 8 Full-Time Employees will commence at the Grade 3 Year 4 rate of pay;
  - (iii) other than for Medical Imaging Technologists, Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 3 required to assist and to deputise for an Allied Health Manager who is in charge of at least 6 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 15 in number;
  - (iv) for Medical Imaging Technologists, Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) required to assist and deputise for an Allied Health Manager who is in charge of 6 to 24 Full-Time Employees and/or other staff not covered by this Agreement totalling 15 to 27 in number, save that:
    - A. a Medical Imaging Technologist Assistant Allied Health

Manager (as defined in subclause 1.4 of Section A of this Appendix 4) required to assist and deputise for an Allied Health Manager who is in charge of 15 to 24 Full-Time Employees and/or other staff not covered by this Agreement totalling 26 to 27 in number will commence at the Grade 3 Year 4 rate of pay; or

- (v) other Grade 3 managerial role.

## **5.5 Education**

- (a) Indicative duties/responsibilities include:
  - (i) teaching under-graduate students, post graduate students and/or interns, primarily in a clinical setting;
  - (ii) lecturing in their clinical speciality;
  - (iii) providing education to staff from other professions;
  - (iv) coordination of student placements;
  - (v) assisting a Grade 4 Clinical Educator (if applicable);
  - (vi) in the case of a Cardiac Technologist, Health Information Manager, Medical Imaging Technologist and Nuclear Medicine Technologist, having a proven record in teaching; and/or
  - (vii) in the case of Medical Imaging Technologist, being a clinical educator in a department of less than 25.
- (b) A Grade 3 Employee whose duties are mostly within the Education area of expertise may be described as a Clinical Educator.

## **5.6 Research**

- (a) Indicative duties/responsibilities include:
  - (i) research;
  - (ii) service development including new practice/s in the profession;
  - (iii) complex project planning and management;
  - (iv) contributing to the research program and mentoring staff;
  - (v) assisting a Grade 4 Researcher (if applicable); and/or
  - (vi) in the case of a Cardiac Technologist, Health Information Manager, Medical Imaging Technologist and Nuclear Medicine Technologist, having a proven record in research.
- (b) A Grade 3 Employee whose duties are mostly within the Research area of expertise may be described as an Allied Health Researcher.

## 6. Grade 4

### 6.1 Grade 4 – General Definition

A Grade 4 Employee is an Employee who:

- (a) in addition to undertaking or having the ability to undertake the Grade 3 responsibilities, has extensive specialised knowledge in their profession or an area of their profession, and/or is at a supervisory level in one or more of the specific areas of their profession which require extensive specialised knowledge and:
  - (i) would normally have at least 10 years' experience in the relevant profession; and
  - (ii) holds significant educational, administrative, managerial, research and/or clinical responsibilities; or
- (b) is an Allied Health Manager or Assistant Allied Health Manager as defined in subclause 1.4 or 1.5 of Section A of this Appendix 4 and meets the requirements of subclause 6.4(b)(i), (ii) or (iii) of Section B of this Appendix 4.

### 6.2 Role function

An Employee in a Grade 4 position performs duties within or across the following areas of expertise:

- (a) Clinical;
- (b) Managerial;
- (c) Education; and/or
- (d) Research.

### 6.3 Clinical

- (a) Indicative duties/responsibilities include:
  - (i) being at a supervisory level in one or more clinical areas of their profession;
  - (ii) being a specialist in a clinical area of their profession which requires extensive specialised knowledge and performance;
  - (iii) mentoring and/or professional supervision of other Employees;
  - (iv) having higher academic achievements, such as a post-graduate qualification;
  - (v) performing an Advanced Practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 4 Employee as described at Schedule 4 of this Appendix 4;
  - (vi) clinical leadership for a team or stream of care; and/or

- (vii) in the case of a Medical Imaging Technologist only, is in a large or multi-campus department and is either at a senior level in one or more of the specific branches of their profession which require extensive specialised knowledge and performance or over multiple diagnostic units in the same modality.
- (b) A Grade 4 Employee whose duties are mostly within the Clinical area of expertise may be described as a Lead or Advanced Clinician.

#### **6.4 Managerial**

- (a) Indicative duties/responsibilities include:
  - (i) management of a program/s, such as the quality assurance program;
  - (ii) management/supervision of staff within a program;
  - (iii) in the case of Medical Imaging Technologist and Nuclear Medicine Technologist, management of imaging specific computer systems; and/or
  - (iv) budget and/or human resource management in a department or area that may have a larger number of staff than a department or area managed by a Grade 3 Manager.
- (b) A Grade 4 Employee whose duties are mostly within the Managerial area of specialisation may be an:
  - (i) other than for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of 15 to 39 Full-Time Employees and/or other staff not covered by this Agreement totalling 26 to 45 in number, save that
    - A. an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of 25 to 39 Full-Time Employees and/or other staff not covered by this Agreement totalling 28 to 45 in number will commence at the Grade 4 Year 4 rate of pay;
  - (ii) for Orthotists/Prosthetists, Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) Grade 4 in charge of at least 9 to 39 Full-Time Employees;
  - (iii) for Medical Imaging Technologists, Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) who is required to assist and to deputise for an Allied Health Manager who is in charge of at least 25 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 28 in number, save that:
    - A. a Medical Imaging Technologist Assistant Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) who is required to assist and to deputise for an

Allied Health Manager who is in charge of at least 40 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 46 in number will commence at the Grade 4 Year 4 rate of pay; or

(iv) other Grade 4 managerial role.

#### **6.5 7.5 Education**

(a) Indicative duties/responsibilities include:

- (i) managing the clinical teaching program of a department or a profession at the Employer;
- (ii) provision of specialist education programs;
- (iii) directing, coordinating and providing academic supervision of undergraduate and/or post graduate students;
- (iv) being a clinical educator in a department of 25 or more;
- (v) administering and managing relationships with universities and other education providers; and/or
- (vi) managing the Allied Health clinical teaching and/or training program.

(b) A Grade 4 Employee whose duties are mostly within the Education area of expertise may be described as a Lead Clinical Educator.

#### **6.6 Research**

(a) Indicative duties/responsibilities include:

- (i) managing the department's research program;
- (ii) directing and coordinating research and clinical trials;
- (iii) being the primary initiator of funding applications;
- (iv) publishing in their clinical speciality; and/or
- (v) leading and driving the research agenda and capability in the department or service.

(b) A Grade 4 Employee whose duties are mostly within the Research area of expertise may be described as a Lead Allied Health Researcher.

## **7. Grade 5**

A Grade 5 Employee is an Employee who is an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) in charge of 40 to 85 Full-Time Employees and/or other staff not covered by this Agreement totalling 46 to 90 in number.

## **8. Grade 6**

A Grade 6 Employee is an Employee who is:

- 8.1 an Allied Health Manager (as defined in subclause 1.4 of Section A of this Appendix 4) in charge of at least 86 Full-Time Employees and/or other staff not covered by this Agreement totalling at least 91 in number; or
- 8.2 a Deputy Director of Allied Health.

## **9. Grade 7**

A Grade 7 Employee is an Employee who is a Director of Allied Health.



# SECTION C – AHP1 CLASSIFICATION DESCRIPTORS – RADIATION THERAPY TECHNOLOGIST

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## AHP1 Classification Descriptors – Radiation Therapy Technologist

### 1. Intern

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is undertaking a clinical placement following the completion of their qualification.

### 2. Radiation Therapy Technologist Grade 1 (Qualified)

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who is registered under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

### 3. Radiation Therapy Technologist Grade 2

A Radiation Therapy Technologist who is required to undertake additional responsibilities such as a major tutoring role or a role requiring specialised knowledge in computer technology, simulation or brachytherapy.

### 4. Radiation Therapy Technologist Grade 3

*[Formerly Radiation Therapy Technologist Grade 2(a) and (b)]*

A Radiation Therapy Technologist:

- 4.1 second in charge of Treatment Unit - undertakes responsibility additional to that of the Grade 1 Radiation Therapy Technologist;
- 4.2 in charge of a Treatment Unit - in charge of a Treatment Unit (MVT, DXRT, SXRT), peripheral unit, or planning sub-unit; or
- 4.3 who:
  - (a) in addition to undertaking or having the ability to undertake the Grade 2 responsibilities will normally have at least 7 years' experience in their profession;
  - (b) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) recognised as requiring high levels of specialist knowledge; and

- (c) has an Advanced Practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 3 Employee as described at Schedule 4 of this Appendix 4.

## **5. Radiation Therapy Technologist Grade 4**

*[Formerly Radiation Therapy Technologist Grade 2(c) and Grade 3]*

A Radiation Therapy Technologist:

- 5.1** in charge of a departmental unit – in charge of a treatment, planning or peripheral unit;
- 5.2** who has a major Administrative role - undertakes significant administrative or educational responsibilities; or
- 5.3** who in addition to undertaking or having the ability to undertake the Grade 3 responsibilities at subclause 4.3 of section C of this Appendix 4, has extensive specialised knowledge in their profession or an area of their profession, and/or is at a supervisory level in one or more of the specific areas of their profession which require extensive specialised knowledge and:
  - (a) would normally have at least 10 years' experience in their profession;
  - (b) holds significant educational, administrative, managerial, research and/or clinical responsibilities; and
  - (c) performs an advanced practice role (as defined in clause 1 of Schedule 4 of this Appendix 4) within the level of responsibility appropriate for a Grade 4 Employee as described at Schedule 4 of this Appendix 4.

## **6. Grade 5 Assistant Radiation Therapy Manager Level 1(#)**

*(#) Peter MacCallum Cancer Institute cannot use this classification*

A Radiation Therapy Technologist who efficiently and effectively leads, manages and provides direction to a Section or substantial operational area of the radiation therapy service.

## **7. Grade 5 Assistant Radiation Therapy Manager Level 2**

A Radiation Therapy Technologist who, efficiently and effectively, leads, manages and provides direction to a Section or substantial operational area in a large multi campus radiotherapy service, or a satellite centre of the radiation therapy service.

## **8. Grade 6 Deputy Radiation Therapy Manager Level 1**

A Radiation Therapy Technologist who provides management assistance and operational support to the Radiation Therapy Manager in ensuring the efficient and effective development and delivery of a high quality radiation therapy service.

## **9. Grade 6 Deputy Radiation Therapy Manager Level 2 (\*)**

*(\*) Peter MacCallum Cancer Institute only*

A Radiation Therapy Technologist who provides management assistance and operational support to the Radiation Therapy Manager in ensuring the efficient and effective development and delivery of a high quality radiation therapy service in a large multi-campus radiotherapy service.

## **10. Grade 7 Radiation Therapy Manager Level 1**

A Radiation Therapy Technologist who is responsible for the effective and efficient management, operation, development and delivery of a high quality radiation therapy service.

## **11. Grade 7 Radiation Therapy Manager Level 2 (\*)**

*(\*) Peter MacCallum Cancer Institute only*

A Radiation Therapy Technologist who is responsible for the effective and efficient management, operation, development and delivery of a high quality radiation therapy service in a large multi campus radiotherapy service.

# SECTION D AHP1 CLASSIFICATION DESCRIPTORS - SONOGRAPHER

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## AHP1 Classification Descriptors - Sonographer

### 1. Student Sonographer Grade 1

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent, and is undertaking a Degree or Postgraduate qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR) in one or more of following specialties:

- 1.1 Cardiac Sonography;
- 1.2 General Sonography;
- 1.3 Vascular Sonography; or
- 1.4 any other type of Sonography

and has been admitted to the Register of Accredited Student Sonographers by the Australian Sonographer Accreditation Registry.

### 2. Trainee Sonographer Grade 2

An Employee who has successfully completed at least half of a post-graduate degree or qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR), and has completed 12 calendar months clinical experience.

### 3. Sonographer Grade 3

An Employee who has:

- (a) successfully completed a Degree or Postgraduate qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR) and is eligible for admission to the Register of Accredited Medical Sonographers by the Australian Sonographer Accreditation Registry; or
- (b) not completed a Degree or Postgraduate qualification in Sonography recognised by the Australian Sonographer Accreditation Registry (ASAR), but has been admitted to the Register of Accredited Medical Sonographers by the Australian Sonographer Accreditation Registry.

### 4. Sonographer Grade 4

An Employee who is a Sonographer:

- (a) in a large or multi-campus department, who is required to undertake significant educational, administrative and managerial responsibilities, that is at a supervisory level; or

- (b) in a large or multi-campus department, who is required to undertake significant educational, administrative and managerial responsibilities, is at a supervisory level, and whose other responsibilities include management of the department's clinical teaching or research program, or quality assurance program.

## **5. Employees undertaking a Postgraduate Sonography qualification**

- 5.1** An Employee who is classified or is eligible to be classified as a Cardiac Technologist, Medical Imaging Technologist, Nuclear Medicine Technologist or other classification agreed by the Employer under this Agreement who commences a Postgraduate Sonography qualification will continue to be classified and paid as a Cardiac Technologist, Medical Imaging Technologist, Nuclear Medicine Technologist or other classification agreed by the Employer under this Agreement until they have completed their Postgraduate Sonography qualification, except where they would be entitled to a higher rate of pay under a Sonography classification, in which case they will be classified and paid as a Sonographer under this Agreement. Once the Employee has completed their Postgraduate Sonography qualification, they will be classified at and paid no less than as a Sonographer Grade 3.
- 5.2** The Employer will not be unreasonably withhold its agreement that this clause 5 of Section D of this Appendix 4 will apply to another classification under this Agreement.

## **6. Higher Qualifications Allowance**

- 6.1** A postgraduate Sonography qualification is an additional post graduate qualification for the purpose of clause 35 (Higher Qualifications Allowance) and will attract the Higher Qualifications Allowance, for those Employees who have as a base qualification a Bachelor of Applied Science (Medical Radiations), a Bachelor of Medical Radiation Science, a base qualification that would classify an Employee as a Cardiac Technologist, Nuclear Medicine Technologist or an equivalent base qualification accepted by the Employer.
- 6.2** For the purpose of this clause 5 of Section D of this Appendix 4 the Employer will not unreasonably withhold its acceptance of another base qualification as being equivalent.
- 6.3** A Sonographer who received the Higher Qualification Allowance in subclause 30.4 in the 2011 Agreement prior to 31 October 2014 will continue to receive the Higher Qualification Allowance.

## SCHEDULE 1 – ENTRY REQUIREMENTS FOR AHP1 CLASSIFICATIONS (EXCLUDING RADIATION THERAPY TECHNOLOGIST AND SONOGRAPHER)

The following table outlines the relevant qualifications and/or entry requirements for the AHP1 Classification professions (excluding Radiation Therapy Technologist and Sonographer):

Profession	Relevant Qualification and/or Entry Requirements
<b>Art Therapist</b>	A tertiary degree or an equivalent qualification in the field of art therapy or such course recognised by the Australian and New Zealand Arts Therapy Association as being equivalent.
<b>Cardiac Technologist</b>	A Bachelor of Science Degree, Bachelor of Applied Science Degree, or equivalent
<b>Exercise Physiologist</b>	A Bachelor of Science Degree, Bachelor of Applied Science Degree, Bachelor of Exercise and Sports Science Degree, Bachelor of Exercise Science, or equivalent.
<b>Health Information Manager (Medical Records Administrator)</b>	A qualification that makes an Employee eligible to be a full member of the Health Information Management Association of Australia Limited or another qualification relevant to health information management as accepted or recognised by the Employer.
<b>Medical Imaging Technologist (Radiographer)</b>	A Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent and registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.
<b>Medical Librarian</b>	Eligibility for associate membership of the Australian Library and Information Association and a qualification or equivalent recognised by the Australian Library and Information Association, or a qualification that would have qualified an Employee to be a Medical Librarian under the <i>Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011-2015</i> .
<b>Music Therapist</b>	A tertiary degree or an equivalent qualification in the field of music therapy or such course recognised by the Australian Music Therapy Association as being equivalent.
<b>Nuclear Medicine Technologist</b>	A Bachelor of Applied Science in Medical Radiations (Nuclear Medicine Technology), Bachelor of Medical Radiation Science, or equivalent and registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.
<b>Occupational Therapist</b>	Eligibility to be registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational

<b>Profession</b>	<b>Relevant Qualification and/or Entry Requirements</b>
	Therapy Board of Australia.
<b>Orthoptist</b>	A qualification recognised by the Orthoptic Board of Australia.
<b>Orthotist/Prosthetist</b>	A Diploma in Applied Science (Prosthetics and Orthotics), Bachelor of Prosthetics and Orthotics, or equivalent recognised (including those qualifications previously recognised) by the Australian Orthotic Prosthetic Association Ltd.
<b>Photographer or Illustrator (Medical Photographer or Illustrator)</b>	A Diploma or Degree in Photography or Art, or equivalent as recognised by the Australian Institute of Medical and Biological Illustration.
<b>Physiotherapist</b>	Eligibility to be registered as a Physiotherapist under the National Registration and Accreditation Scheme with the Physiotherapy Board of Australia.
<b>Play Therapist (Child Life Therapist)</b>	A Bachelor degree in Early Childhood Studies, Bachelor of Teaching (Primary), or other Bachelor qualification as recognised by the Association of Child Life Therapists Australia.
<b>Podiatrist</b>	Eligibility to be registered as a Podiatrist under the National Registration and Accreditation Scheme with the Podiatry Board of Australia.
<b>Recreational Therapist</b>	A degree or equivalent in Recreation or Physical Education, or equivalent.
<b>Social Worker</b>	A qualification that makes an Employee eligible for membership of the Australian Association of Social Workers, or an undergraduate or post-graduate qualification relevant to the field of social work as accepted by the Employer with such acceptance not to be unreasonably withheld by the Employer.
<b>Speech Pathologist</b>	A Bachelor of Speech Pathology, Bachelor of Applied Science in Speech Pathology, or an equivalent qualification as recognised by Speech Pathology Australia.

## SCHEDULE 2 – SPECIFIC SPECIAL KNOWLEDGE OR DEPTH OF EXPERIENCE EXAMPLES

The following table contains examples of areas in which work that requires special knowledge or depth of experience may be performed for the listed AHP1 classification professions.

Profession	Examples
<b>Cardiac Technologist</b>	<ul style="list-style-type: none"> <li>• Echocardiography.</li> <li>• Electrophysiology.</li> <li>• Cardiac catheterisation (including cardiac catheterisation recording and/or monitoring).</li> <li>• Holtermonitor interpretation.</li> </ul>
<b>Medical Librarian</b>	<ul style="list-style-type: none"> <li>• Being a librarian in a teaching hospital with university clinical departments on site.</li> <li>• Being required to apply specialised knowledge and to be in charge of one of more of the following areas:               <ul style="list-style-type: none"> <li>○ computerised information retrieval;</li> <li>○ inter library loans; or</li> <li>○ another such area recognised by the Employer.</li> </ul> </li> </ul>
<b>Orthotist/Prosthetist</b>	<ul style="list-style-type: none"> <li>• Scoliosis.</li> <li>• Cerebral palsy.</li> <li>• Spinal cord Injuries.</li> <li>• Plastic surgery.</li> <li>• Part of an amputee clinical team.</li> </ul>
<b>Physiotherapist</b>	<ul style="list-style-type: none"> <li>• Neurosurgery.</li> <li>• Surgical thoracic.</li> <li>• Plastic surgery.</li> <li>• Cerebral palsy.</li> <li>• Traumatic spinal cord lesions.</li> </ul>
<b>Podiatrist</b>	<ul style="list-style-type: none"> <li>• Diabetes mellitus peripheral vascular disease.</li> <li>• Cerebro-vascular accident.</li> <li>• Arthroses.</li> <li>• Orthotic/prosthetic therapy.</li> <li>• Nail surgery.</li> <li>• Local anaesthesia.</li> </ul>
<b>Social Worker</b>	<ul style="list-style-type: none"> <li>• Individual and family and/or group practice.</li> <li>• Program development management.</li> <li>• Research evaluation.</li> </ul>



# **SCHEDULE 3 – HEALTH INFORMATION MANAGER SPECIALITY AREA EXAMPLES**

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## **Health Information Manager Grade 3**

Areas of speciality for a Health Information Manager Grade 3 may include:

- casemix analysis and clinical costing;
- specialised information technology software development and/or application;
- provision and/or supervision of services across a number of different (geographically or by service type) facilities;
- coordination of a clinical trials service; and/or
- quality assurance project work.

# **SCHEDULE 4 – ADVANCED PRACTICE ROLES GRADE 3 AND 4**

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## **1. Definition**

Advanced Practice is:

- 1.1** work that is within the currently recognised scope of practice for the profession, but that in custom and practice has been performed by other professions or that was previously not within the recognised scope of practice for the profession and is advanced work that requires significant professional experience and competency development, and may require additional training as well; and/or
- 1.2** work that is outside the currently recognised scope of practice for the profession and that requires some method of credentialing following additional training and competency development, with appropriate regulatory change where required.

## **2. Application of this Schedule**

This Schedule 4 of Appendix 4 applies to all AHP1 Classifications, save that a Sonographer cannot be employed at Grade 3A as a qualified Sonographer is classified at Grade 3 or above.

## **3. Advanced Practice Grade 3**

Indicative responsibilities of a Grade 3 Employee performing Advanced Practice would include:

- 3.1** exercising professional judgement based on detailed knowledge of the area of expertise;
- 3.2** working independently or under the direction or supervision of a Grade 4 Advanced Practitioner, and when problems arise or when dealing with matters they are unfamiliar with, consulting with a Grade 4 Advanced Practitioner where possible or otherwise with a more experienced and suitably qualified health professional;
- 3.3** helping develop and/or applying profession principles and new technology and/or knowledge of crucial work which can encompass a single discipline or a variety of disciplines;
- 3.4** typically are expected to be experts recognised by the organisation and their peers; and/or
- 3.5** demonstrated expert specialist knowledge of contemporary methods, principles and practice and skills across the relevant profession.

## 4. Advanced Practice Grade 4

Indicative responsibilities of a Grade 4 Employee performing Advanced Practice would include:

- 4.1 exercising significant professional judgement based on a detailed knowledge of the area of expertise;
- 4.2 developing and/or applying profession principles and new technology and/or knowledge of crucial work which can encompass a single discipline or a variety of disciplines;
- 4.3 making a significant contribution towards the development and achievement of allied health advanced practice at a local or state-wide level;
- 4.4 making independent decisions related to a wide area of expert practice in the relevant field and being responsible for outcomes from the practice of other allied health professionals;
- 4.5 requiring expert specialist knowledge of contemporary methods, principles and practice and skills across the area of expertise;
- 4.6 typically are expected to be experts recognised in their field by peers and others within and outside the organisation; and/or
- 4.7 providing professional and clinical supervision to Grade 3 and 3A Advanced Practitioners and other allied health professionals and other professional staff.

## 5. Who can undertake Advanced Practice and Advanced Practice 3A

- 5.1 Grade 1 Employees cannot perform Advanced Practice work or undertake training in Advanced Practice and those Grade 1 Employees currently performing Advanced Practice work or undertaking training in Advanced Practice will cease doing this or at the Employer's discretion be reclassified to an appropriate Grade that can perform Advanced Practice work or undertake Advanced Practice training.
- 5.2 Grade 2 Employees cannot undertake Advanced Practice training, except in the circumstance specified in subclause 5.3 of Schedule 4 of this Appendix B below. Grade 2 Employees cannot perform Advanced Practice work, except in the circumstance specified in subclauses 5.4, 5.5 and 5.6 of Schedule 4 of this Appendix B below.
- 5.3 Experienced Grade 2 Employees may undertake training in Advanced Practice as part of a professional development pathway to Advanced Practice. All such training must occur under direct and structured supervision, consistent with and appropriate to the training being undertaken, by an appropriately trained and credentialed Advanced Practitioner or other suitably trained and qualified health professional. A Grade 2 Employee can only undertake Advanced Practice training where there is written agreement between the Employer and the Employee that sets out:

- (a) a defined training period (which may be varied by agreement) which must be reasonable taking into account the Advanced Practice area that the Employee is undertaking training in and the Employee's circumstances;
- (b) the nature of the training and assessment;
- (c) the training content;
- (d) supervisory, oversight and monitoring arrangements; and
- (e) the anticipated use of the skill once credentialed (for example, participating in a particular type of clinic or exercising a particular skill).

Where the Employee has achieved competency in the advanced practice area in which they have been undertaking training, the Employer must credential them. Where the Employee performs the Advanced Practice work after being credentialed they will be paid and classified at the relevant Advanced Practice level as set out in this Agreement at subclause 5.4 of Schedule 4 of this Appendix 4, except where they meet the requirements of AHP1 Grade 3 or 4, in which case they will be classified at AHP1 Grade 3 or 4.

**5.4** A Grade 2 Employee whose role requires them to perform Advanced Practice work will be reclassified as a full-time or part-time Grade 3A Advanced Practitioner on an ongoing basis. Such an Employee must:

- (a) have completed credentialing;
- (b) be paid a weekly rate of pay that reflects:
  - (i) 15.2 hours at the relevant Grade 3 rate (pro-rata for part-time Employees); and
  - (ii) 22.8 hours at the Grade 2 Year 4 rate (pro-rata for part-time Employees);

with this rate being the Grade 3A Advanced Practice classification rate which is set out at Appendix 2 of Part A of this Agreement and incremental progression will apply;

- (c) work a minimum of 0.4EFT;
- (d) perform no more than 15.2 hours (pro-rata for part-time Employees) of Advanced Practice work in any one week. Where such an Employee performs more than 15.2 hours (pro-rata for part-time Employees) of Advanced Practice work in any one week, they will be paid at the relevant Grade 3 rate for the entire week; and
- (e) receive the on-going support, training and supervision consistent with the DHHS framework as part of their ongoing professional development and to support succession planning for moving to an Advanced Practice role.

**5.5** Where a Grade 3A Advanced Practitioner performs Advanced Practice work in a clinic setting:

- (a) it is acknowledged that such clinics involve diagnostic, clinical and administrative tasks; and
- (b) for the purpose of determining whether the amount of Advanced Practice work performed does not exceed 15.2 hours (see subclause 5.4(d) of Schedule 4 of this Appendix 4), each clinic will be treated as the greater of:
  - (i) half a day (3.8 hours); or
  - (ii) the length of time spent undertaking the clinic and all tasks associated with the clinic, including those referred to in subclause 5.5(a) of Schedule 4 of this Appendix 4.

**5.6** A Grade 3A Advanced Practitioner will not perform Advanced Practice work on more than three (3) days per week. Where a Grade 3A Advanced Practitioner regularly performs Advanced Practice work on more than three (3) days per week and this is likely to continue, the Employee may seek reclassification in accordance with clause 85 (Classification and Reclassification). In determining a request for reclassification, the Employer will reclassify the Employee to Grade 3 or 4 (whichever is appropriate) where the Employee regularly performs Advanced Practice work on more than three (3) days per week and this is likely to continue.

**5.7** Employees undertaking Advanced Practice training and Employees who have completed credentialing in Advanced Practice will be considered for available Advanced Practice roles.

**5.8** The SDPPWG, or other body agreed by the Employers' representative and the Union, will look at developing an appropriate pathway to Advanced Practice roles including appropriate proportions of Advanced Practitioners in training to grade 3 and 4 Advanced Practitioners and monitor the impact and development of Advanced Practice.

# SECTION E - AHP2 CLASSIFICATION DESCRIPTORS

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## AHP2 Classification Descriptors

### 1. Biomedical Technologist

#### 1.1 Biomedical Technologist

An Employee with a Diploma Qualification or equivalent who is principally involved in duties including construction, maintenance, tests, inspections, acceptance tests and quality tests on Biomedical Equipment (which may include Biomedical Radiation equipment) and who is required to provide other hospital staff with advice concerning suitability, reliability and correct use of Biomedical equipment (which may include Biomedical Radiation equipment).

#### 1.2 Biomedical Technologist Grade 1

An Employee who, with close guidance, and as a Technologist practitioner, performs straightforward relevant tasks.

#### 1.3 Biomedical Technologist Grade 2

An Employee who, with guidance, and as a Technologist practitioner, performs straightforward relevant tasks or activities.

#### 1.4 Biomedical Technologist Grade 3

An Employee who, with limited guidance, and as a Technologist practitioner, performs straightforward relevant tasks, activities or functions of a moderately complex nature.

#### 1.5 Biomedical Technologist Grade 4

An Employee who, with limited guidance or within broad guidelines performs activities or functions either as a Technologist practitioner, Technologist specialist or a Technologist manager at moderately to very complex levels with limited management responsibility and corporate impact.

### 2. Child Psychotherapist

#### 2.1 Child Psychotherapist

An Employee with a relevant tertiary qualification who is eligible for membership of the Victorian Child Psychotherapists Association Inc and who performs child psychotherapy work.

#### 2.2 Level 1 - Child Psychotherapist

An Employee who:

- (a) holds a basic bachelor degree in Occupational Therapy, Psychology, Psychiatry, Psychiatric Nursing, Speech Pathology or Social work and has at

least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training;

- (b) is undertaking a recognised post-graduate study as a Psychotherapist; and
- (c) provides a clinical service under supervision. Provided further that an Employee classified at level 1 will have their years of service recognised one, two or three years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

### **2.3 Level 2 - Qualified Child Psychotherapist**

An Employee who:

- (a) has completed a post-graduate course of study in Psychotherapy; and
- (b) provides a clinical service.

### **2.4 Level 3 - Senior Child Psychotherapist**

An Employee who is required to:

- (a) provide a specialist clinical service;
- (b) teach and supervise Employees on a recognised Psychotherapy training program;
- (c) provide a Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;
- (d) accept responsibility for a clinical consultation service to professional staff within and external to the Employer.

### **2.5 Level 4 - Principal Child Psychotherapist**

An Employee who holds a basic bachelor degree in an appropriate field, has at least 5 to 6 years' clinical experience since completing a post-graduate course in Psychotherapy who:

- (a) is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.
- (b) is responsible and accountable for the administration of a psychotherapy unit within an organisation.
- (c) is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.
- (d) is responsible for the clinical supervision of qualified psychotherapy staff.
- (e) holds major training responsibilities in one or more of the Psychotherapy Training Schools.
- (f) is responsible for initiating and conducting relevant research.

### 3. Client Adviser/Rehabilitation Consultant

#### 3.1 Grade 1 Client Adviser/Rehabilitation Consultant

An Employee who possesses an appropriate degree in the health welfare or vocational fields who performs Client Adviser/Rehabilitation Consultant work.

#### 3.2 Grade 2 Client Adviser/Rehabilitation Consultant

A qualified Client Adviser/Rehabilitation Consultant who is required to undertake additional responsibilities, for example:

- (a) is required to perform work which requires special knowledge or depth of experience in the rehabilitation area; or
- (b) is required to supervise Qualified and other Rehabilitation Consultant staff and teach Rehabilitation Consultant students.

#### 3.3 Grade 3 Senior Clinician or Senior Client Adviser/Rehabilitation Consultant

A Grade 3 Client Adviser/Rehabilitation Consultant is either:

- (a) a Senior Clinician who is a qualified Client Adviser/Rehabilitation Consultant with at least 7 years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the Employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical specialty, teaching under-graduates and/or post-graduate students and providing education to staff from other disciplines; or
- (b) a Senior Client Adviser/Rehabilitation Consultant who is a qualified Client Adviser/Rehabilitation Consultant who has at least 7 years' experience and/or experience in the rehabilitation process as recognised by the Employer and who is required to undertake additional responsibility in regards to administration and supervision of staff and/or management.

#### 3.4 Grade 4 Principal Client Adviser/Rehabilitation Consultant

A Principal Client Adviser/Rehabilitation Consultant has responsibility for the overall rehabilitation process and/or service delivery.

### 4. Community Development Worker

#### 4.1 Community Development Worker Definitions

- (a) **Community** means a group defined in geographical, cultural, economic, social, demographic, special interest, and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self defined.
- (b) **Community Development Work** means working with a community to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:
  - (i) research and analysis of community issues, needs or problems;



- (ii) development and maintenance of community resources;
- (iii) community organisation;
- (iv) development, maintenance and evaluation of community programs;
- (v) community policy development, interpretation and implementation;
- (vi) community planning;
- (vii) representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
- (viii) development and maintenance of networks;
- (ix) liaison with community groups, other workers and professional, agencies and government;
- (x) development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community;
- (xi) public and community education and public relations;
- (xii) preparation and distribution of written, audio-visual and other material as required;
- (xiii) administrative tasks associated with the maintenance of 'community' projects including preparation of submissions, reports of financial documentation;
- (xiv) assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies;
- (xv) community campaign development and organisation, but excluding the predominant use of direct service delivery to clients, individual casework and counselling.

#### **4.2 Community Development Worker**

An Employee (however titled) carrying out Community Development Work in the following areas:

- (a) community or neighbourhood houses and learning centres;
- (b) community housing or tenant's rights services or projects;
- (c) equal opportunity or affirmative action projects;
- (d) women's service or projects;
- (e) disabilities rights projects and services for people with disabilities;
- (f) community financial counselling services, community legal services, social justice services or projects, community health and occupational health and safety projects;

- (g) self-help groups or projects;
- (h) environmental action groups or projects;
- (i) community information projects or services;
- (j) community arts, writing, theatre or other cultural projects;
- (k) international aid agencies or projects; or
- (l) any agency, group, project or service including the following:
  - (i) Aboriginal community workers, including Aboriginal Health Liaison Officers;
  - (ii) ethnic community workers (however titled), including Ethnic health workers; or
  - (iii) community education officers.

#### **4.3 Qualified Community Development Worker**

- (a) An Employee performing Community Development Work who holds a post-secondary qualification in Community Work, Community Education Multicultural or Ethnic Studies, Aboriginal Studies, Urban Studies, Community or Welfare Administration (all however titled) or a related and relevant post secondary qualification from a post-secondary educational institution.
- (b) For the purposes of this subclause 4.3 of Section E of this Appendix 4, post-secondary qualifications in Social Work, Welfare Work and Youth Work (however titled) are recognised as relevant qualifications.
- (c) An Employee may, through practical experience and skills in Community Development Work, or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.
- (d) An Indigenous Community Worker who has participated in relevant short courses of training in the practical skills of community development work is deemed to be a Qualified Community Development Worker when engaged in Community Development Work with or within 'Indigenous Community'.

#### **4.4 Unqualified Community Development Worker**

An Employee performing Community Development Work who is not a Qualified Community Development Worker.

#### **4.5 Indigenous Community Development Worker**

- (a) An Employee who has:
  - (i) direct life experience in and as a member of a particular 'community' (as defined) from which the Employee is drawn and in which they are working in;
  - (ii) knowledge, skills and experience of the culture in which they belong; and
  - (iii) fluency in the community language/s (where relevant).

- (b) An 'Indigenous Community Development Worker' includes an Aboriginal worker working with an Aboriginal Community, an Ethnic Worker working with the relevant Ethnic Community and a Self-Help Worker employed to work with the Self-Help community from which they came.

#### **4.6 Community Development Worker Class I (1)**

- (a) An Employee performing Community Development Work under the direct supervision of more experienced Community Development Workers who must be based in the same workplace as the persons being supervised.
- (b) An unqualified Community Development Worker (as defined), with less than twelve months' experience who is being supervised by a qualified Community Development Worker (as defined), will commence at the class I, year 1 rate.
- (c) An unqualified Community Development Worker with less than twelve month's experience who is being supervised by an unqualified Community Development Worker will commence at the class I, year 3 rate.
- (d) A qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced qualified Community Development Worker will commence at the class I, year 2 rate, unless the supervised Employee is a qualified Social Worker or holds a post-graduate qualification in Community Development Work (as defined) in which case the Employee will commence at the class I, year 4 rate.
- (e) A Community Development Worker under direct supervision who has administrative responsibilities will commence at not less than the class I, year 3 rate, notwithstanding any of the above commencement rates, except where the above commencement rates are higher.

#### **4.7 Community Development Worker Class II (2)**

- (a) An Employee who is performing Community Development Work and who is not working under the direct supervision of a more experienced Community Development Worker and includes a sole Community Development Worker employed in a workplace or one who has unsupervised administrative responsibilities.
- (b) A qualified Community Development Worker cannot be supervised by a less experienced unqualified or qualified Community Development Worker and must be paid as a class II Community Development Worker at the appropriate qualification level (as defined).
- (c) An unqualified Community Development Worker working without direct supervision will commence at the class II(a), year 1 rate.
- (d) A qualified Welfare Worker (as defined in subclause 10.2 of Section 3 of this Appendix 4) performing community development work without direct supervision will commence at not less than the class II(a), year 3 rate.
- (e) An Indigenous Community Development Worker working without direct supervision will commence at not less than the class II(a), year 3 rate. If an

Indigenous Community Development Worker does possess a qualification (as defined in subclause 4.3 of Section E of this Appendix 4) they will commence at a level not less than that defined for the qualification possessed.

- (f) A qualified Youth Worker (as defined in subclause 11.2 of Section E of this Appendix 4) performing community development work without direct supervision will commence at not less than the class II(a), year 5 rate.
- (g) A sole Community Development Worker employed in a workplace or a Community Development Worker performing outreach community development work will commence at not less than the class II(a), year 5 rate.
- (h) The commencing rate for a financial counsellor performing Community Development Work will be not less than class II(a), year 5.
- (i) The commencing rate for a tenant worker performing Community Development Work will be not less than class II(a), year 5.
- (j) A Community Development Worker who is performing social research will commence at not less than the class II(a), year 7 rate unless the Employee possesses a social work qualification or a post-graduate qualification in community development work or a qualification in social or behavioural sciences, in which case the Employee will commence at no less than the level defined for these qualifications.
- (k) A Community Development Worker working without direct supervision who possesses a qualification in community development work other than a post-graduate qualification will commence at not less than the class II(a), year 7 rate.
- (l) A Community Development Worker with a tertiary qualification in the social and behavioural sciences will commence at not less than the class II(a), year 7 rate.
- (m) A qualified Social Worker or Community Development Worker holding a post-graduate qualification in community development work performing community development work will be employed at the classification class II(b).
- (n) A Community Development Worker engaged in policy development or policy advice will commence at not less than the class II(b), year 1 rate.
- (o) A Community Development Worker engaged in community education or community training programs will commence at not less than the class II(b), year 1 rate.
- (p) A qualified Social Worker will commence at not less than the class II(b), year 1 rate.
- (q) A qualified Community Development Worker with a post-graduate qualification will commence at not less than the class II(b), year 2 rate.

#### **4.8 Community Development Worker Class III (3)**

- (a) An Employee performing Community Development Work who is required to provide direct supervision of other community development workers, administrative or support staff; or
- (b) A Community Development Worker employed in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Community Development Worker Class III may be employed as such.

#### **4.9 Yearly increments for Community Development Workers**

For the purposes of clause 4 of this Section E of Appendix 4, yearly increments are based on years of full-time practical experience or service, or part-time equivalent in the performance of community development work.

### **5. Dental Prosthetist**

An Employee who is eligible for general registration under the National Registration and Accreditation Scheme with the Dental Board of Australia who performs Dental Prosthetist work.

### **6. Dental Technician**

#### **6.1 Apprentice Dental Technician**

An Employee who is in the process of completing a diploma, certificate or other qualification in Dental Technology or equivalent.

#### **6.2 Dental Technician Level I**

An Employee who has successfully completed a diploma, certificate or other qualification in Dental Technology or equivalent.

#### **6.3 Dental Technician Level II**

A Dental Technician who is the Technician in Charge and is either;

- (a) responsible for the production and quality of work of a specialist unit of the Dental Laboratory Service of Dental Health Services Victoria; or
- (b) responsible for the administration and efficient functioning of Dental Technician Services in an Employer other than Dental Health Services Victoria.

#### **6.4 Dental Technician Level III (Foreperson)**

A Dental Technician who is either;

- (a) responsible to the Dental Laboratory Manager for the production and quality of work of a major section of the Dental Laboratory Service at Dental Health Services Victoria; or
- (b) is responsible for the administration and efficient functioning of Dental Technician Services at an Employer other than at Dental Health Services Victoria.

### **6.5 Dental Laboratory Manager**

A Dental Technician who is the Dental Laboratory Manager, responsible to the Director of Dental Services for the administration and efficient functioning of Dental Technician Services at Dental Health Services Victoria.

## **7. Medical Laboratory Technician**

### **7.1 Medical Laboratory Technician Trainee**

An Employee engaged in studies leading to the below qualification.

### **7.2 Qualified Medical Laboratory Technician (Grade 1)**

An Employee who holds a Certificate or Associate Diploma of Applied Science (Medical Laboratory) a Certificate, Diploma or Advanced Diploma in Laboratory Technology or Laboratory Operations, or equivalent who performs medical laboratory technician work.

### **7.3 Medical Laboratory Technician Grade 2**

A Medical Laboratory Technician who is required to undertake additional responsibilities, for example:

- (a) employed on work which requires special knowledge or depth of experience; or
- (b) has a teaching role.

## **8. Renal Dialysis Technician**

### **8.1 Renal Dialysis Technician (Grade 1)**

An Employee who is engaged in a renal dialysis unit and performs renal dialysis technician work.

### **8.2 Renal Dialysis Technician (Grade 2)**

- (a) An Employee with a minimum of two years experience as a Renal Dialysis Technician and is in receipt of BONENT Haemodialysis Technician certification and/or a Clinical Physiologist-Renal qualification and/or equivalent dialysis tertiary qualification.
- (b) Such an Employee will be committed to meeting the requirements for maintaining the above certification or qualification together with the ability to undertake ongoing leadership in quality projects, research and education.

## **9. Technical Officer**

### **9.1 Technical Officer**

All work levels are performed in a Biomedical engineering or Medical Physics environment and are concerned with the management or repair/ calibration and clinical use of hospital based technology.

**9.2 Technical Officer Grade 1**

An Employee who, with close technical guidance, and as a Technical practitioner, performs straightforward relevant tasks.

**9.3 Technical Officer Grade 2**

An Employee who, with technical guidance, and as a Technical practitioner, performs straightforward relevant tasks or activities.

**9.4 Technical Officer Grade 3**

An Employee who, with limited guidance, and as a Technical practitioner, performs straightforward relevant tasks, activities or functions of a moderately complex nature.

**9.5 Technical Officer Grade 4**

An Employee who, with limited guidance or within broad guidelines performs activities or functions either as a Technical practitioner, Technical specialist or a Technical manager at moderately to very complex levels with limited management responsibility and corporate impact.

## **10. Welfare Worker**

**10.1 Definition**

**Welfare Work** within Social and Community Service includes:

- (a) information collection and provision related to benefits and services and community resources available to clients;
- (b) assistance in the resolution of specified problems;
- (c) supportive counselling to clients without complex personal problems;
- (d) direct service provision and care for people in residential settings, day and occasional care settings;
- (e) referral and liaison to other professionals and agencies;
- (f) community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

**10.2 Qualified Welfare Worker**

- (a) An Employee performing Welfare Work who is qualified from a tertiary institution after two years' study (one year if admission age is 21 years or over) including major studies in welfare work.
- (b) Provided that an Employee covered by this classification may, by way of practical experience in Welfare Work or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

### **10.3 Unqualified Welfare Worker**

- (a) An Employee performing Welfare Work who is not a qualified Welfare Worker.
- (b) An unqualified Welfare Worker with less than twelve months' experience working without direct supervision by a qualified Welfare Worker or Social Worker, and including a person employed under this clause working as a sole Welfare Worker, will commence at the unqualified Welfare Worker year 5 rate.
- (c) An unqualified Welfare Worker, who is a sole Welfare Worker or performs duties without direct supervision, and has a minimum of twelve months' experience, will commence at the unqualified Welfare Worker year 6 rate. However, by mutual agreement between the Employer and Employee this condition may be waived and the Employee may commence at a higher rate.

### **10.4 Welfare Worker Class I (1)**

- (a) A qualified Welfare Worker, who is required to perform their duties under supervision.
- (b) A sole Welfare Worker with less than twelve months' experience will be paid during the first twelve months at the Welfare Worker class I, year 4 rate, after which they will be classified as a Welfare Worker Class II.

### **10.5 Welfare Worker Class II (2)**

A qualified Welfare Worker, who is required to undertake some administrative responsibility, including:

- (a) a Welfare Worker who is required to take charge of an agency or department, with a staff of up to 3 Employees covered by the Agreement, or with a staff of at least one Employee covered by the Agreement and other employees, totalling at least 6 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such agency or department;
- (b) a sole Welfare Worker who has a minimum of twelve months' experience (although this condition may be waived by mutual agreement between the Employer and Employee and an Employee with less than twelve month's experience will instead be employed at class II);
- (c) a Welfare Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or
- (d) a Welfare Worker who acts as a Deputy to a Welfare Worker Class III.

### **10.6 Welfare Worker Class III (3)**

A qualified Welfare Worker who is required to:

- (a) take charge of an Agency or Department with a staff of more than 3 and up to 7 Employees covered by the Agreement, or with a staff of at least two Employees covered by the Agreement, plus other employees totalling 12 in number, who are employed by the Employer on a regular monthly contract of



employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;

- (b) a Welfare Worker who acts as a Deputy to a Welfare Worker Class IV;
- (c) a Welfare Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Welfare Worker employed under subclause 10.6(a) of Section E of this Appendix 4.

#### **10.7 Welfare Worker Class IV (4)**

- (a) A qualified Welfare Worker who is required to undertake senior administrative responsibilities including:
  - (i) a Welfare Worker in charge of an Agency or Department with a staff of 8 or more Employees covered by the Agreement, or with a staff of at least 6 Employees covered by the Agreement, plus other employees totalling at least 13 in number who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;
  - (ii) any Welfare Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Welfare Worker employed under subclause 10.7(a)(i) of Section E of this Appendix 4.
- (b) Provided that where an Employee is appointed or reclassified from class I to class II or class II to class III, the following will apply:
  - (i) a Welfare Worker (qualified) at class I, year 7 and thereafter appointed or reclassified to class II will be paid at the class II, year 4 and thereafter rate;
  - (ii) a Welfare Worker (qualified) at class I, year 6 appointed or reclassified to class II will be paid at the class III, year 3 rate;
  - (iii) a Welfare Worker (qualified) at class I, year 5 appointed or reclassified to class II will be paid at the class II, year 2 rate;
  - (iv) a Welfare Worker (qualified) at class II, year 4 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate;
  - (v) a Welfare Worker (qualified) at class II, year 5 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate.

#### **10.8 Increments for Welfare Workers**

For the purposes of clause 10 of this Section E of Appendix 4 (Welfare Workers), yearly increments are based on years of full-time practical experience or service, or part-time equivalent service in the performance of welfare work.

# 11. Youth Worker

## 11.1 Definition

Youth Work means working with or for young people towards their personal and social development during their transition from childhood to adulthood, and will include one or more of the following:

- (a) collection and distribution of materials and information pursuant to their development and need;
- (b) assistance in the resolution of specific problems;
- (c) provision of activities and facility management for leisure time;
- (d) liaison with and referral to other professionals and agencies;
- (e) supportive counselling to young people with personal problems or those confronting crisis; and
- (f) coordination of activities or facilities for the development of independent living skills.

## 11.2 Qualified youth worker

- (a) An Employee performing Youth Work who holds a Diploma in Youth Studies (however titled) or a related tertiary qualification which requires at least three years study at a university or college of advanced education with a major in the group dynamics and behavioural studies area.
- (b) Provided that an Employee may, by way of practical experience in Youth Work or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

## 11.3 Youth Worker Class I (1)

- (a) A qualified Youth Worker, who is required to perform their duties under supervision.
- (b) A sole Youth Worker with less than twelve months' experience will be paid during the first twelve months at the Youth Worker class I, year 4 rate, after which they will be classified as a Youth Worker Class II

## 11.4 Youth Worker Class II (2)

A qualified Youth Worker, who is required to undertake some administrative responsibility, including:

- (a) a Youth Worker who is required to take charge of an agency or department, with a staff of up to 3 Employees covered by the Agreement, or with a staff of at least one Employee covered by the Agreement and other employees, totalling at least 6 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such agency or department;

- (b) a sole Youth Worker who will have a minimum of twelve months' experience (although this condition may be waived by mutual agreement between the Employer and Employee and an Employee with less than twelve month's experience will instead be employed at class II);
- (c) a Youth Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or
- (d) a Youth Worker who acts as a Deputy to a Youth Worker Class III.

**11.5 Youth Worker Class III (3)**

A qualified Youth Worker who is required to:

- (a) take charge of an Agency or Department with a staff of more than 3 and up to 7 Employees covered by the Agreement, or with a staff of at least two Employees covered by the Agreement, plus other Employees totalling 12 in number, who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;
- (b) a Youth Worker who acts as a Deputy to a Youth Worker Class IV;
- (c) a Youth Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Youth Worker employed under subclause 11.5(a) of Section E of this Appendix 4.

**11.6 Youth Worker Class IV (4)**

- (a) A qualified Youth Worker who is required to undertake senior administrative responsibilities including:
  - (i) a Youth Worker in charge of an Agency or Department with a staff of 8 or more Employees covered by the Agreement, or with a staff of at least 6 Employees covered by the Agreement, plus other employees totalling at least 13 in number who are employed by the Employer on a regular monthly contract of employment of at least the normal full-time ordinary hours or EFT of such Agency or Department;
  - (ii) any Youth Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Youth Worker employed under subclause 11.6(a)(i) of Section E of this Appendix 4.
- (b) Provided that where an Employee is appointed or reclassified from class I to class II or class II to class III, the following will apply:
  - (i) a Youth Worker (qualified) at class I, year 7 and thereafter appointed or reclassified to class II will be paid at the class II, year 4 and thereafter rate;
  - (ii) a Youth Worker (qualified) at class I, year 6 appointed or reclassified to class II will be paid at the class III, year 3 rate;

- (iii) a Youth Worker (qualified) at class I, year 5 appointed or reclassified to class II will be paid at the class II, year 2 rate;
- (iv) a Youth Worker (qualified) at class II, year 4 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate;
- (v) a Youth Worker (qualified) at class II, year 5 and thereafter appointed or reclassified to class III will be paid at the class III, year 2 rate.

**11.7 Increments for Youth Workers**

For the purposes of clause 11 of this Section E of this Appendix 4, yearly increments are based on years of full-time practical experience or service, or part-time equivalent service in the performance of youth work.

## Additional AHP2 Classification Descriptors – Peter MacCallum Cancer Institute Only

The below classifications only apply to Peter MacCallum Cancer Institute.

### 12. Mechanical Officer

#### 12.1 Mechanical Officer Grade 1

- (a) An Employee who possesses Plant Engineering certificates and experience, or equivalent experience that is deemed to be transferrable to the Mechanical Radiation setting.
- (b) A Mechanical Officer Grade 1 works with close technical guidance to perform tasks, use plant engineering equipment such as lathes, milling machines, benders, drills and spray painting. A Mechanical Officer at Grade 1 does not work independently and no supervisory responsibilities are required.
- (c) The training required to be undertaken by a Mechanical Officer Grade 1 is:
  - (i) Practical based training for Mechanical Officers.
  - (ii) Radiation safety training.
  - (iii) CAD software training.

The cost of the above training will be borne by the Employer.

#### 12.2 Mechanical Officer Grade 2

- (a) A Mechanical Officer who will normally have at least 5 years of Mechanical Engineering experience in radiation, or an equivalent/transferable industry. They will have the ability to work with limited guidance and as a Mechanical Officer, perform straightforward relevant tasks, activities or functions of a moderately complex nature.
- (b) A Mechanical Officer Grade 2's duties will include some of the following:
  - (i) Mentoring and tutoring of junior Mechanical Officers;
  - (ii) Specialist/Expert within one or more modalities;
  - (iii) Design and build new equipment to support radiation equipment;
  - (iv) Liaise between different professional groups;
  - (v) Possess sufficient technical knowledge and expertise to creatively seek and implement solutions to new problems;
  - (vi) Work independently to maintain equipment across all sites.
- (c) The training required to be undertaken by a Mechanical Officer Grade 2 is:
  - (i) Advanced/Higher training on new equipment for Mechanical Officers.
  - (ii) Radiation safety training.

- (iii) Advanced/Higher CAD software training.

The cost of the above training will be borne by the Employer.

### **12.3 Deputy Chief Mechanical Officer**

A Mechanical Officer who assists and deputises for the Chief Mechanical Officer.

### **12.4 Chief Mechanical Officer**

A Mechanical Officer immediately responsible for the organisation of the mechanical engineering department and supervision of staff.

## **13. Radiation Engineers**

### **13.1 Radiation Engineer Grade 1**

- (a) An Employee who has obtained an Associate Diploma of Engineering, Degree, or any other qualification relevant to radiation engineering.
- (b) A Radiation Engineer Grade 1 works with close technical guidance to perform tasks, use tools, schematics, instruments and other equipment needed for general maintenance of Radiation Therapy equipment. They may also maintain stores. A Radiation Engineer at Grade 1 does not work independently and no supervisory responsibilities are required.
- (c) The training required to be undertaken by a Radiation Engineer Grade 1 is:
  - (i) Basic OEM Linac training;
  - (ii) Physics Radiation Safety Training;
  - (iii) Radiation Equipment Operator Licence (Issued from the Department of Health).

The cost of the above training will be borne by the Employer.

### **13.2 Radiation Engineer Grade 2**

- (a) A Radiation Engineer with additional responsibilities to a Grade 1, who works predominantly independently, but with occasional assistance.
- (b) A Radiation Engineer Grade 2's duties will include some of the following:
  - (i) with technical guidance perform diagnostics, limited trouble shooting, fault finding, scheduled maintenance and repairs;
  - (ii) report and address problems/faults;
  - (iii) Identify and correct system behaviour by using defined calibration procedures;
  - (iv) limited supervisory requirements.
- (c) Once a Radiation Engineer Grade 2 is certified and trained within the scope of Clinac they will:
  - (i) undertake daily activities at satellite centres within defined parameters;

- (ii) participate in an on-call roster.
- (d) The training required to be undertaken by a Radiation Engineer Grade 2 is:
  - (i) successfully complete Higher/Advanced OEM Linac training; and
  - (ii) various other radiotherapy equipment training such as, but not limited to, Varian TM-2, Varian Multi-leaf collimator (MLC), Varian Clinac portal vision (PV) and on board imaging (OBI).

The cost of the above training will be borne by the Employer.

### **13.3 Radiation Engineers Grade 3**

- (a) A Radiation Engineer who will normally have at least 5 years of experience, trained in all Linac Modalities who possesses specific knowledge in radiation therapy treatment systems and working in an area that requires high levels of specialist knowledge.
- (b) A Radiation Engineer Grade 3's duties will include some of the following:
  - (i) work undertaken with limited guidance or within broad guidelines such as carrying out diagnostics, trouble shooting, fault finding, repairs and other related maintenance tasks at all sites;
  - (ii) providing education, advice and/or support to staff from other disciplines;
  - (iii) development of technical procedures;
  - (iv) generation of operational solutions and technical supports for radiation therapy equipment and services.
- (c) The training required to be undertaken by a Radiation Engineer Grade 3 is:
  - (i) successfully complete higher/advanced level OEM Linac training and commence other specialised radiotherapy equipment training as required.
  - (ii) consolidation of radiation training across the various modalities.

The cost of the above training will be borne by the Employer.

### **13.4 Radiation Engineer Grade 4**

- (a) A Radiation Engineer who will normally have 10 years Radiation Engineering industry experience. A Radiation Engineer at Grade 4 would possess a comprehensive knowledge covering the majority (ratio 4:5) of the modalities serviced by the Radiation Engineering department.
- (b) A Radiation Engineer Grade 4's duties will include some of the following:
  - (i) mentoring and tutoring of junior Radiation Engineers;
  - (ii) specialist/expert within one or more modalities;
  - (iii) co-ordination and/or management of a specialist portfolio or administrative function e.g. QMS, Policies and procedures, technical reports;

- (iv) possessing sufficient technical knowledge and expertise to creatively seek and implement solutions to new problems;
  - (v) represent the department in multi-disciplinary meetings and external forums.
- (c) The training required to be undertaken by a Radiation Engineer Grade 4 is:
- (i) be experienced across the majority (ratio 4:5) modalities.
  - (ii) maintain knowledge and expertise on new and existing equipment across the various modalities.
  - (iii) be fully trained/competent in OEM and in-house training.

The cost of the above training will be borne by the Employer.

### **13.5 Deputy Chief Radiation Engineer**

- (a) Radiation Engineer who assists and deputises for the Chief Radiation Engineer and performs all the functions of Grade 4.
- (b) The training required to be undertaken by a Deputy Chief Radiation Engineer is:
  - (i) be experienced across the majority (ratio 4:5) modalities.
  - (ii) maintain knowledge and expertise on new and existing equipment across the various modalities.
  - (iii) be fully trained/competent in OEM and in-house training.

The cost of the above training will be borne by the Employer.

### **13.6 Chief Radiation Engineer**

A Radiation Engineer responsible for the organisation of the radiation engineering department and supervision of staff.

## **14. Research Technologists (Research Scientists)**

### **14.1 Trainee (Research Scientist)**

An Employee who performs research science work and who is engaged in studies leading to a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification that would enable them to be employed as a Research Technologist (Research Scientist) Level A. An Employee holding or eligible to hold a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification cannot be employed as a Trainee (Research Scientist) and must be employed at the appropriate Research Technologist (Research Scientist) level.

### **14.2 Part-time student**

- (a) The following pay rates will be payable to a Trainee (Research Scientist) that is engaged in part-time study:



Year of Course	Percentage of rate for Level A Research Assistant 1 rate (%)
1st Year of course	50%
2nd Year of course	60%
3rd Year of course	75%
4th Year of course	85%
5th Year of course and thereafter	90%

- (b) Provided that an adult trainee (age of 21 or over) must receive no less than 80% of the Level A Research Assistant 1 wage rate.

#### 14.3 Full-time student

- (a) The following pay rates will be payable to a Trainee (Research Scientist) that is engaged in full-time study:

Year of Course	Percentage of rate for Level A Research Assistant 1 rate (%)
A trainee who is in their 1st year of their course	50%
A trainee who has not passed all of the subjects in the 1st year of their course	60%
A trainee who has passed all of the subjects in the 1st year of their course	75%
A trainee who has not passed all of the subjects in the 2nd year of their course	85%
A trainee who has passed all of the subjects in the 2nd year of their course, and thereafter	90%
A trainee who has not passed all of the subjects of study in the 2nd year of the course who is now in their 3rd year of the course, and thereafter	90%

- (b) Provided that an adult trainee (age of 21 or over) must receive no less than 80% of the Level A Research Assistant 1 wage rate.

#### 14.4 Level A Research Technologist (Research Scientist)

- (a) An Employee who holds a Bachelor of Science Degree, other science degree, or another appropriate or equivalent qualification as agreed by the Employer and performs research science work. Provided that:

- (i) An Employee who holds a four year undergraduate qualification, or a three year undergraduate qualification and is required to do a 12 month internship will commence at the Level A, Research Assistant 2 rate;
- (ii) An Employee who holds or is qualified to hold a Bachelor Honours Degree will commence at the Level A, Research Assistant 2 rate;
- (iii) An Employee who holds or is qualified to hold a Masters Degree will commence at the Level A, Research Assistant 4 rate;
- (iv) An Employee who is undertaking a Doctoral Degree and who has submitted a relevant research work thesis will commence at the Level A, Research Assistant 5 rate;
- (v) An Employee who holds or is qualified to hold a Doctoral Degree will commence at the Level A, Research Assistant 6 Officer 1 rate.

The Employer will not unreasonably withhold its agreement that another qualification is appropriate or is equivalent to a Bachelor of Science Degree or other science degree.

**(b) Definitions**

In this clause 14 of Section E of this Appendix 4:

- (i) a three year undergraduate qualification or four year undergraduate qualification means a qualification assessed as a Bachelor Degree (or equivalent) under the Australian Qualifications Framework level 7 criteria;
- (ii) a Bachelor Honours Degree means a qualification assessed as a Bachelor Honours Degree (or equivalent) under the Australian Qualifications Framework level 8 criteria;
- (iii) a Masters Degree means a qualification assessed as a Masters Degree (or equivalent) under the Australian Qualifications Framework level 9 criteria; and
- (iv) a Doctoral Degree means a qualification assessed as a Doctoral Degree (or equivalent) under the Australian Qualifications Framework level 10 criteria.

**14.5 Level B Research Technologist (Research Scientist)**

A Research Scientist who, under the general direction of scientific research staff, is required to perform experimental work involving more complex or more specialised activities and requiring the exercise of initiative and judgement. This scientist works within the general framework of a research program and has the appropriate level of laboratory experience.

**14.6 Level C Research Technologist (Research Scientist)**

A Research Scientist who, in consultation with senior scientific research staff, is required to take charge of experimental work or provide expertise in a key

technology which forms a significant component of one or more major scientific projects.

**14.7 Level D Research Technologist (Research Scientist)**

A Research Scientist who is expected to have extensive research experience and make major original contributions to the research division or in the area they work in and to play a significant role within their profession or discipline. Research Scientists at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

**14.8 Level E Research Technologist (Research Scientist)**

A Research Scientist who has achieved international recognition through original, innovative and distinguished contribution to their field of research, which is demonstrated by sustained and distinguished performance. Research Scientists at this level will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and research training.

**14.9 Level F**

The director of the research division.

**14.10 Table**

Full medical	\$26,409.30	17.31% of Level E
½ medical	\$13,196.90	8.65% of Level E
Full dental	\$13,196.90	8.65% of Level E

Note: The rates in table above are effective 1 August 2016. The rates in this table will be increase in in accordance with the increases in the Level E Research Technologist (Research Scientist) rate of pay.

## APPENDIX 5 – LETTER OF OFFER

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The letter of offer will include the following information:

1. the name of the Employer;
2. the Employee's classification, increment and job title;
3. the location/s where the Employee is to be situated;
4. the Employee's mode of employment (whether full-time, part-time, fixed term or casual etc);
5. the name of this Agreement, which contains the Employee's terms and conditions of employment;
6. the Employee's fortnightly hours (full or part-time Employees) and that additional ordinary time shifts may be worked by a part-time Employee by mutual agreement with the Employer;
7. that shifts will be worked in accordance with a roster;
8. for part-time Employees:
  - a. the agreed upon:
    - i. regular pattern of work, specifying at least the hours worked each day;
    - ii. which days of the week the Employee will work;
    - iii. the actual starting and finishing times each day;
  - b. that payment of additional shifts will not be at casual rates; and
  - c. that the Employee may agree to vary their regular pattern of work and where this occurs, this will be recorded in writing;
9. a statement to the effect that employment is ongoing unless a genuine fixed term appointment is proposed, and, where a genuine fixed term is proposed, the reason the role is genuine fixed term employment, the duration of the fixed term and the rights of an incumbent Employee (if relevant);
10. the date of commencement;
11. acknowledgment and details (where applicable) of prior service/entitlements to personal leave, long service etc.;
12. relevant allowances payable; and
13. other information as required depending on the nature of the position.

## APPENDIX 6 – CERTIFICATE OF SERVICE

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### CERTIFICATE OF SERVICE

[Name of Institution] [date]

This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].

Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination.

.....

.....

Specify hereunder full details of long service leave granted during service or on termination:

.....

.....

Signed.....[Stamp of Institution]

**UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)**

***Allied Health Professionals (Victorian Public Health Sector) Single Interest Enterprise Agreement 2016-2020 (Agreement)***

**AG2016/8083 - Application by Victorian Hospitals' Industrial Association**

I, Stuart McCullough of 88 Maribyrnong Street Footscray in the State of Victoria, Chief Executive Officer, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the Bargaining Representative for the employers listed in Appendix A of the Agreement.
3. Pursuant to subsection 190(3) of the Fair Work Act 2009 the VHIA gives an undertaking, on behalf of the employers listed in Appendix A of the Agreement as follows:

**a. Welfare Worker**

- A Class II (2) translates to a Health Professional Level 2. Some of the Agreement wage rates are below the minimum wage rates in the Health Professionals and Support Services Award 2010 (**modern award**). The classifications are identified below:

<b>Classification under the Agreement</b>	<b>Where classification translates to in the modern award</b>
Welfare Worker Class (II) 2, Year 3	Health Professional Employee Level 2 – Pay Point 3
Welfare Worker Class (II) 2, Year 4	Health Professional Employee Level 2 – Pay Point 4

Employees in the above translations will be paid no less than the relevant wage rates in the modern award. In all other scenarios, they will be paid the higher agreement wage rates.

- In a small number of cases a Class II(2), Class III(3) or Class IV(4) employee may translate to a Health Professional Level 3. In these instances some of the Agreement wage rates are below the minimum wage rates in the modern award. The classifications are identified below:

<b>Classification under the Agreement</b>	<b>Where classification translates to in the modern award</b>
Welfare Worker Class II (2), Year 1	Health Professional Employee Level 3 – Pay Point 1
Welfare Worker Class II (2), Year 2	Health Professional Employee Level 3 – Pay Point 2
Welfare Worker Class II (2), Year 3	Health Professional Employee Level 3 – Pay Point 3
Welfare Worker Class II (2), Year 4	Health Professional Employee Level 3 – Pay Point 4
Welfare Worker Class II (2), Year 5	Health Professional Employee Level 3 – Pay Point 5
Welfare Worker Class III (3), Year 1	Health Professional Employee Level 3 – Pay Point 1
Welfare Worker Class III (3), Year 2	Health Professional Employee Level 3 – Pay Point 2
Welfare Worker Class III (3), Year 3	Health Professional Employee Level 3 – Pay Point 3
Welfare Worker Class III (3), Year 3 (4)	Health Professional Employee Level 3 – Pay Point 4
Welfare Worker Class III (3), Year 3 (5)	Health Professional Employee Level 3 – Pay Point 5

Welfare Worker Class IV (4), Year 3 (5)	Health Professional Employee Level 3 – Pay Point 5
---	--

Employees in the above scenario will be paid no less than the relevant wage rates in the modern award. All other employees will be paid in accordance with the translation to a Health Professional Employee Level 2.

**b. Community Development Worker**

In a small number of cases a Class IIA(2A) may translate to a Health Professional Level 2. In these instances some of the Agreement wage rates are below the minimum wage rates in the modern award. The classifications are identified below:

<b>Classification under the Agreement</b>	<b>Where classification translates to in the modern award</b>
Community Development Worker IIA (2A), Year 1	Health Professional Employee Level 2 – Pay Point 1
Community Development Worker IIA (2A), Year 2	Health Professional Employee Level 2 – Pay Point 2
Community Development Worker IIA (2A), Year 3	Health Professional Employee Level 2 – Pay Point 3
Community Development Worker IIA (2A), Year 4	Health Professional Employee Level 2 – Pay Point 4

Employees in the above scenario will be paid no less than the relevant wage rates in the modern award. All other employees will be paid in accordance with the translation to a Health Professional Employee Level 1 and receive the higher wage rates under the Agreement.

**c. Youth Worker**

In a small number of cases a Class II(2) or Class III(3) employee may translate to a Health Professional Level 3. In these instances some of the Agreement wage rates are below the minimum wage rates in the modern award. The classifications are identified below:

<b>Classification under the Agreement</b>	<b>Where classification translates to in the modern award</b>
Youth Worker Class II (2), Year 1	Health Professional Employee Level 3 – Pay Point 1
Youth Worker Class II (2), Year 2	Health Professional Employee Level 3 – Pay Point 2
Youth Worker Class II (2), Year 3	Health Professional Employee Level 3 – Pay Point 3
Youth Worker Class II (2), Year 4	Health Professional Employee Level 3 – Pay Point 4
Youth Worker Class II (2), Year 5	Health Professional Employee Level 3 – Pay Point 5
Youth Worker Class III (3), Year 3 (4)	Health Professional Employee Level 3 – Pay Point 4
Youth Worker Class III (3), Year 3 (5)	Health Professional Employee Level 3 – Pay Point 5

Employees in the above scenario will be paid no less than the relevant wage rates in the modern award. All other employees will be paid in accordance with the translation to a Health Professional Employee Level 2 and receive the higher wage rates under the Agreement.

**d. Trainee Research Technologist (Research Scientists) – Peter MacCallum Only**

A trainee research technologist translates to a Support Service Level 2. In some cases the Agreement wage rates are below the minimum wage rates for junior employees. A trainee will be paid no less that the relevant agreement wage rates or the junior % wage rates, whichever is the greater.

**e. For the avoidance of doubt, in all cases an employee will be paid no less than the Agreement wage rates or the minimum wage rates in the relevant modern award, whichever is the greater.**

A handwritten signature in black ink, appearing to read "Stuart McCullough". The signature is fluid and cursive, with the first name "Stuart" being more prominent than the last name "McCullough".

Stuart McCullough  
**Chief Executive Officer**

**VICTORIAN HOSPITALS' INDUSTRIAL ASSOCIATION**



# Sonographer

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## Sonographer - Obstetrics & Gynae

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Highly competitive market rate - up to \$78ph | Join Sydney's leading Ultrasound Organisation | Part/full-time permanent

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**Wagga Wagga & Riverina**

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Monday 23rd September to Friday 25th October. \$85/hr + Accom and travel allowance. Beautiful town close to Wagga. Diverse Case mix. Private clinic

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# Sonographer

## Sonographer

We are seeking an additional Sonographer on a full or part time basis to provide outstanding patient care in a busy environment. **To be considered** you must be ASAR accredited or eligible.

## Benefits

- \$75 per hour
- Full or part time.
- Mixed caseload
- No travel required between sites
- State of the art technology & equipment
- Relocation and Sponsorship
- Friendly team environment
- No on call or weekend work
- Flexible employment arrangement

## How to Apply

Click 'Apply for this job' or

Please Email your CV directly to [harry@douglashealthcare.com.au](mailto:harry@douglashealthcare.com.au) or call Harry on [0406 264 761](tel:0406264761) for a confidential discussion

# Sonographer

## Sonographer

We are seeking an additional Sonographer on a full or part time basis to provide outstanding patient care in a busy environment. **To be considered** you must be ASAR accredited or eligible.

## Benefits

- \$75 per hour
- Full time hours via 8 day fortnight
- Part time hours offered also
- Mixed caseload
- No travel required between sites
- State of the art technology & equipment
- Relocation package and Sponsorship
- Friendly team environment
- No on call or weekend work
- Flexible employment arrangement

## How to Apply

Click 'Apply for this job' or

Please Email your CV directly to [harry@douglashealthcare.com.au](mailto:harry@douglashealthcare.com.au) or call Harry on [0406 264 761](tel:0406264761) for a confidential discussion

# Sonographer | Locum

## The Role

We are currently recruiting for a **General Sonographer** to cover a **4 week locum** contract along a coastal **NSW Hospital** to start **August 5th**. You will be working **full time** with an expectation to participate in on call and weekend work. Using a **Philips Epic 5g** machine for:

- **Emergency Department**
- **Inpatient**
- **Outpatient**

Your caseload could include but not be limited to:

- **General**
- **MSK**
- **Obs & Gyn**
- **Vascular**
- **Small Parts**

## The Benefits

- **Up to \$90p/h + Super**
- **Accommodation and car hire provided**
- **Return travel included**
- **Hospital Role**

**APPLY NOW**

## Sonographer

Opening for a qualified Sonographer to join an experienced team.

Suitable candidates will ideally have experience in a wide range of scans, including General, Obstetric, Vascular and MSK. Additional training can be provided. You will provide a patient centered service.

### **Benefits**

- Up to \$80 per hour
- CPD Allowance
- Ongoing training and support
- Optional On call / weekend work
- Mixed caseload
- State of the art technology / equipment
- Full or part time role
- Flexible employment arrangement
- Affordable housing

### How to Apply

Click 'Apply for this job' or

Please Email your CV directly to [harry@douglashealthcare.com.au](mailto:harry@douglashealthcare.com.au) or call Harry on [0406 264 761](tel:0406264761) for a confidential discussion



# HEALTH EMPLOYEES ORAL HEALTH THERAPISTS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

## AWARD

### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification Structure
4.	Transition Arrangements
5.	Anti-Discrimination
6.	Salaries
7.	Conditions of Employment
8.	Dispute Resolution
9.	No Extra Claims
10.	Area, Incidence and Duration

### 2. Definitions

"Dental Clinic" means any dental clinic whether fixed or mobile or any Oral Health Training School.

"Dental Therapist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in preventative and operative dental care of children. A dental therapist must hold the relevant registration from the Dental Board of Australia.

"Dental Hygienist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in dental hygiene. A dental hygienist must hold the relevant registration from the Dental Board of Australia.

"Ministry" means the Ministry of Health.

"Oral Health Therapist" means a person appointed as such and who holds the relevant registration from the Dental Board of Australia as an oral health therapist or both the registrations of dental therapist and dental hygienist.

"Service" unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Ministry of Health.

"Union" means the Health Services Union NSW.

### 3. Classification Structure

#### 3.1 Level 1

- (a) Oral Health therapists who hold an approved qualification requiring less than three years of full time study shall commence on the level 1, Year 1 salary. Single registered dental therapist and dental hygienists also commence on this rate. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring three years of full time study shall commence on the level 1, year 2 salary.



- (c) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring four years or more full time study shall commence on the level 1, year 3 salary.
- (d) Oral health therapists employed at level 1 are newly qualified employees. Oral health therapists at this level are beginning practitioners who are developing their skills and competencies.
- (e) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (f) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgment commensurate with their years of experience, as experience is gained, the level of professional judgment increases and professional supervision decreases.
- (g) Level 1 staff participate in quality activities and workplace education.
- (h) After working as a health professional for 12 months, level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

### 3.2 Level 2

- (a) Progression to level 2 from level 1 is automatic following completion of 12 months satisfactory service at the level 1 year 4 salary step. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Level 2 oral health therapists are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at level 1.
- (c) Oral health therapists at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal professional supervision.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (e) Level 2 staff may be required to supervise level 1 oral health therapists and technical and support staff as required.
- (f) Level 2 oral health therapists may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.
- (h) Sole Practitioner Allowance
- (i) The sole practitioner allowance is payable to positions at level 1 or level 2 where they:
  - are the only oral health practitioner at the site; and
  - are required to exercise independent professional judgement on a day to day basis without ready access to another like professional for informal consultation, assistance and advice; or
  - undertake administrative and/or managerial responsibilities that would otherwise not be expected of a level 1 or level 2 position.

- (j) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary.

### 3.3 Levels 3 and 4

- (a) Creation of positions at levels 3 and above will be on a needs basis as determined by the employer.
- (b) Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.
- (c) Oral health therapists working in positions at Levels 3 and 4 are experienced clinicians who possess expertise or a high level of broad generalist knowledge within their discipline.
- (d) Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- (e) Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (f) Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 oral health therapists, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (g) The expertise, skills and knowledge of a Level 3 or 4 oral health therapist is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (h) Level 3 and 4 staff may be required to manage specific tasks or projects. Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

- (i) Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Oral health therapists at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.

- (j) Senior Clinician Level 3

Level 3 Senior Clinicians are oral health therapists who, in addition to performing the full range of activities permitted under the relevant scope of practice, are recognized as having high levels of knowledge and clinical expertise in several areas of their scope of practice.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility.

(k) Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may have the following roles:

A Level 4 Senior Clinician's expert level of knowledge and clinical practice in several areas of the scope of practice is such that they provide a consultancy service in these areas across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's high level knowledge and clinical expertise across all areas of the relevant scope of practice is such that they provide a consultancy service within their discipline across an Area, geographic region or clinical network. A "generalist" Level 4 Senior Clinician would usually work in a rural or regional area.

- (l) Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

(m) Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

#### **4. Transition Arrangements**

Single registered therapists and hygienists will have limited transition to the new oral health therapists scale, until the full oral health therapist qualifications are obtained. This is due to the broader scope of work of the oral health therapist over the existing classifications.

The transition will be:

Existing Grade 1 dental therapists and dental hygienists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 2. Incremental progression beyond this can only occur with registration for the full scope of work of the oral health therapist.

Existing Grade 2 and Grade 3 Therapists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 4.

Existing Community Dental Health Programs Officers move to level 3 of the new oral health therapist scale based on years of service.

New positions of level 3 or level 4 will be advertised based upon the broader scope of work of the oral health therapist. If these are unable to be filled by suitably qualified applicants, consideration will be given to re-advertising the position(s) with single registration criteria.

There will be no new appointments to the classification of Community Dental Health Programs Officer or Dental Therapist Tutor. Any new appointments to the classifications of single registered dental therapist or

dental hygienist will be employed against the new oral health therapist scale with the limited progression entitlements as prescribed in the transition arrangements for current employees.

## **5. Anti-Discrimination**

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

## **6. Salaries**

Full time Oral Health Therapist employees shall be paid the salaries as set out in the *Health Professional and Medical Salaries (State) Award 2018*, as varied or replaced from time to time.

## **7. Conditions of Employment**

Conditions of Employment for employees shall be those prescribed in the *Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018*, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

## **8. Dispute Resolution**

The dispute resolution procedures contained in the said *Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018*, as varied or replaced from time to time, shall apply.

## **9. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

## **10. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the *Health Employees Oral Health Therapists (State) Award 2018* published 5 July 2019 (384 IG 624) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

IRC No. 2681 of 2006 – Grayson DP – Award Variation – effective 30 November 2007	(365 IG 277)
IRC No. 2097 of 2008 – McLeay C – New Award – effective 12 November 2008	(367 IG 1169)
IRC No. 1762 of 2008 – Bishop C – Award Variation – effective 17 September 2008	(368 IG 420)
IRC No. 1198 of 2011 – Full Bench – Award Variation – effective 1 July 2011	(371 IG 1165)
IRC No. 184 of 2012 – Staff J – Award Review Variation – effective 19 March 2012	(373 IG 186)
IRC No. 681 of 2012 – Staff J – Award Variation – effective 1 July 2012	(374 IG 628)
IRC No. 1202 of 2012 – Blackman J – Award Variation – effective 14 December 2012	(375 IG 423)
IRC No. 375 of 2013 – Boland P – Award Variation – effective 1 July 2013	(375 IG 859)
IRC No. 257 of 2014 – Full Bench – Award Variation – effective 1 July 2014	(377 IG 689)
IRC No. 438 of 2015 – Walton P – New Award – effective 1 July 2015	(377 IG 1592)
IRC No. 790 of 2015 – Tabbaa C – Award Variation – effective 2 September 2015	(378 IG 88)
Case No. 2016/00198869 – Murphy C – New Award – effective 1 July 2016	(380 IG 378)
Case No. 2017/00194577 – Kite C – New Award – effective 1 July 2017	(382 IG 305)
Case No. 2018/00198624 – Murphy C – New Award – effective 1 July 2018	(IG pending)

## **HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

### **AWARD**

#### **PART A**

#### **Arrangement**

Clause No.	Subject Matter
1	Definitions
2.	Salaries
3.	Salary Sacrifice to Superannuation
4	Conditions of Service
5	Dispute Resolution
6	Salary Packaging
7	No Extra Claims
8	Area, Incidence and Duration

#### **PART B - MONETARY RATES**

Table 1 – Salaries and Allowances

#### **PART C - LIST OF AWARDS**

### **PART A**

#### **1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"ADA" means the adjusted daily average of occupied beds calculated in accordance with the following formula:

$$\text{ADA} = \text{Daily Average} + \text{Neo-natal Adjustment} + \text{Non-inpatient Adjustment}$$

Where:

$$\text{Daily Average} = \frac{\text{Total Occupied Bed Days for Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$$

$$\text{Neo-natal Adjustment} = \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

Non inpatient =  
Adjustment

Total NIOOS Equivalents for the Period  
10 x Number of Days in the Period

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Union" means the Health Services Union NSW and, in relation to Medical Officers, Career Medical Officers, and Medical Superintendents only, the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

## **2. Salaries**

Employees shall be paid not less than as set out in Table 1 of Part B, Monetary Rates.

## **3. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in Clause 2. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 7. Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
- (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:

- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
  - (b) the *Superannuation Act 1916*;
  - (c) the *State Authorities Superannuation Act 1987*;
  - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
  - (e) the *First State Superannuation Act 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 2 Salaries to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

#### **4. Conditions of Service**

- (i) The *Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award* as varied or replaced from time to time, shall apply to all persons covered by this Award.
- (ii) Conditions of employment relevant to a classification(s) identified within an Award listed in Part C, shall apply.
- (iii) Where inconsistency exists between the conditions provided by this clause, subclause (ii) shall apply.

#### **5. Dispute Resolution**

The dispute resolution procedures contained in the *Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award*, as varied or replaced from time to time, shall apply.

#### **6. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.



Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
  - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in Clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

## **7. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of

pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

**8. Area, Incidence and Duration**

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year. The wages rates as outlined in Table 1 – Salaries and Allowances, will apply from the first full pay period on or after (ffppoa) 1 July 2018.
- (ii) This Award rescinds and replaces the *Health Professional and Medical Salaries (State) Award* published 9 February 2018 (382 IG 305) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

**PART B - MONETARY RATES**

**Table 1 – Salaries and Allowances**

Classification	Rate from ffppoa 01/07/2018 2.5% \$ per annum
<b>Aboriginal Health Worker</b>	
1st year	52,898
2nd year	56,022
3rd year	59,095
4th year	62,242
5th year	65,198
6th year	68,294
7th year	71,325
8th year	74,801
9th year	77,909
<b>Senior Aboriginal Health Worker</b>	
1st year	80,971
2nd year	84,112
<b>Principal Aboriginal Health Worker</b>	
1st year	86,483
2nd year	90,219
<b>Aboriginal Health Practitioner</b>	
1st year	59,095
2nd year	62,242
3rd year	65,198
4th year	68,294
5th year	71,357
6th year	74,801
7th year	77,909
<b>Aboriginal Health Education Officer Graduate ** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.</b>	
1st year (per week)	1167.68
2nd year (per week)	1224.25
3rd year (per week)	1300.72
4th year (per week)	1373.39
5th year (per week)	1454.27
6th year (per week)	1529.49

7th year	(per week)	1594.08
8th year	(per week)	1657.42
9th year	(per week)	1728.96
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:		
10th year	(per week)	1816.09
11th year	(per week)	1903.42
<b>Senior Aboriginal Health Education Officer Graduate ** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.</b>		
1st year	(per week)	1902.90
2nd year	(per week)	1981.73
3rd year	(per week)	2060.86
<b>Analyst, Chemist, Microbiologist, &amp; Scientific Officer (Transferred Staff of Division of Analytical Laboratories)</b>		
<b>Grade 1</b>		
1st year		63,015
2nd year		65,499
3rd year		69,151
4th year		74,120
5th year		79,372
6th year		84,078
<b>Grade 2</b>		
1st year		88,193
2nd year		90,810
3rd year		93,578
4th year		97,335
<b>Grade 3</b>		
1st year		101,393
2nd year		104,614
3rd year		106,698
<b>Grade 4</b>		
1st year		111,892
2nd year		115,284
3rd year		117,570
<b>Grade 5</b>		
1st year		122,181
2nd year		125,842
<b>Part-Time Graduate Analyst</b>		
(per hour)		41.62
<b>Biomedical Engineers</b>		
<b>Grade 1</b>		
1st year of service		65,026
2nd year of service		68,983
3rd year of service		73,739
4th year of service		78,801
5th year of service and thereafter		83,896
<b>Grade 2</b>		
1st year of service		89,099
2nd year of service		91,973
3rd year of service		94,855
4th year of service and thereafter		97,719
<b>Grade 3</b>		
1st year of service		103,169
2nd year of service		106,550

3rd year of service	109,951
4th year of service and thereafter	113,808
<b>Grade 4</b>	
1st year of service	118,874
2nd year of service	122,343
3rd year of service and thereafter	125,783
<b>Grade 5</b>	
1st year of service	130,999
2nd year of service and thereafter	133,461
<b>Grade 6</b>	
1st year of service	135,948
2nd year of service and thereafter	138,461
<b>Career Medical Officers</b>	
<b>Grade 1</b>	
Year 1	124,428
Year 2	134,032
Year 3	139,900
Year 4	144,623
Year 5	150,335
<b>Grade 2</b>	
Year 1	156,117
Year 2	160,969
Year 3	170,405
Year 4	185,398
<b>Senior</b>	
Year 1	199,627
Thereafter	214,247
Transitional Grades - only applicable to eligible employees employed on 20/04/2005	
Grade 1	170,405
Grade 2	185,398
Grade 3	199,627
<b>Clerk Of Works</b>	
	84,201
<b>Co-Ordinators</b>	
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	82,755
Group 3 - Moree, Tweed Heads, SW Zone	88,798
- Zone 1, 2 and 5; Grafton, Armidale, Port Macquarie	
Group 5 - Tamworth	97,068
Group 6 - Dubbo	101,024
<b>Allowances-Co-Ordinators</b>	
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87.	
Future occupants, other than those in AHS, receive the salary for the positions listed above	
<b>Team Leaders Allowance</b>	
In-charge 5 - 10 staff (per week)	43.20
In-charge 11 - 25 staff (per week)	72.00
In-charge 26 - 40 staff (per week)	101.00
In-charge of more than 40 staff (per week)	115.40
Area Co-ordinator's Allowance (per week)	158.90
<b>Drug &amp; Alcohol Counsellors – Non-Graduates</b>	
<b>Grade 1</b>	
1st year	52,874
2nd year	56,014
3rd year	59,088
4th year	62,207
5th year	65,170

<b>Grade 2</b>	
1st year	68,283
2nd year	71,325
<b>Allowances - Drug And Alcohol Counsellors - Non-Graduate</b>	
Drug and Alcohol Counsellor - 2 years on maximum (per week)	62.50
<b>Dental Assistants</b>	
<b>Grade 1</b>	
1st year	55,989
2nd year	57,345
3rd year	58,628
4th year	60,033
<b>Grade 2</b>	
1st year	61,339
2nd year	63,662
3rd year	65,720
4th year	67,538
<b>Grade 3</b>	
1st year	74,164
2nd year	76,883
<b>Dental Assistants Supervision Allowance</b>	
2-5 staff year (per week)	33.90
6-10 staff year (per week)	48.00
11-15 staff year (per week)	61.20
16-19 staff year (per week)	74.70
<b>Dental Officers</b>	
<b>Level 1</b>	
1st year	89,312
2nd year	102,905
3rd year	109,699
4th year	116,490
<b>Level 2</b>	
1st year	123,287
2nd year	130,082
<b>Level 3</b>	
1st year	137,489
2nd year	141,625
3rd year	144,289
<b>Level 4</b>	
1st year	164,735
2nd year	169,478
<b>Dental Officer Management Allowance</b>	
Level 1 (per annum)	6,804
Level 2 (per annum)	13,739
<b>Area Director Oral Health Clinical Services</b>	
Level 1 (per annum)	181,036
Level 2 (per annum)	199,139
Level 3 (per annum)	229,401
<b>Dental Specialists</b>	
1st year of service	155,650
2nd year of service	161,667
3rd year of service	167,645
4th year of service	173,970
5th year of service	180,300
* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C	
<b>Senior Clinical Specialist</b>	189,104

<b>Dental Specialist Management Allowance</b>	(per annum)	10,205
<b>Dental Technicians</b>		
<b>Trainee</b>		
Stage 1 - (first 6 months)		39,647
Stage 2 - (6 months to 1 year)		40,994
Stage 3 - (1 year to 18 months)		45,304
Stage 4 - (18 months to 2 years)		46,981
<b>Level 1</b>		
1st year		61,339
2nd year		63,662
3rd year		65,720
4th year		67,538
5th year		72,194
<b>Level 2</b>		
1st year		72,194
2nd year		74,704
<b>Level 3</b>		
1st year		77,211
2nd year		82,088
<b>Level 4</b>		
1st year		86,081
2nd year		87,479
<b>Level 5</b>		
1st year		96,184
2nd year		100,676
<b>Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)</b>		
2nd year		97,343
<b>Oral Health Therapists</b>		
<b>Level 1</b>		
1st year		62,702
2nd year		65,063
3rd year		69,073
4th year		73,818
<b>Level 2</b>		
1st year		78,912
2nd year		83,918
3rd year		88,001
4th year		90,843
<b>Level 3</b>		
1st year		97,708
2nd year		100,979
<b>Level 4</b>		
1st year		106,026
2nd year		108,677
<b>Sole Practitioner Allowance (Oral Health Therapist) (per annum)</b>		6,865
<b>Dental Prosthetists</b>		
<b>Level 1</b>		
1st year		77,211
2nd year		82,088
<b>Level 2</b>		
1st year		86,081
2nd year		87,479
<b>Level 3</b>		
1st year		96,184
2nd year		100,676
<b>Director of Animal Care - Westmead</b>		121,002

<b>Environmental Health Officers</b>	
1st year	60,942
2nd year	63,871
3rd year	67,833
4th year	71,652
5th year	75,879
6th year	79,808
7th year	83,144
8th year	86,469
9th year	90,225
In order to progress to Year 10 of the scale, an Environmental Health Officer must have:	
(i) completed 12 months service at the salary prescribed on the maximum of the scale; and	
(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.	
After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate. Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.	
10th year - Performance Barrier	94,766
11th year - Performance Barrier	99,303
<b>Senior Environmental Health Officers</b>	
1st year	103,398
2nd year	107,534
<b>Trainee Environmental Health Officer</b>	
1st year	49,874
2nd year	51,710
3rd year	53,562
4th year	55,042
<b>Transferred Environmental Health Officer - 35 hours per week</b>	
- 11th year - Performance Barrier	99,303
<b>Transferred Senior Environmental Health Officer - 35 hours per week</b>	
1st year	103,398
2nd year	107,534
<b>Health Education Officer - Non-Graduate</b>	
1st year of service	52,874
2nd year of service	56,011
3rd year of service	59,087
4th year of service	62,207
5th year of service	65,168
6th year of service	68,275
7th year of service	71,323
8th year of service	74,794
9th year of service & thereafter	77,912
<b>Health Education Officer - Graduate</b>	
1st year of service	60,942
2nd year of service	63,871
3rd year of service	67,833
4th year of service	71,652
5th year of service	75,879
6th year of service	79,808
7th year of service	83,144
8th year of service	86,469
9th year of service & thereafter	90,225

A Graduate Health Education Officer who:-	
(i) has completed 12 months service at the salary prescribed on the maximum of the scale;	
(ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	
On Maximum for 12 months	94,766
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.	
On Maximum for further 12 months	99,317
<b>Part-Time Health Education Officer</b>	
Graduate (per hour)	45.60
Non-Graduate (per hour)	39.30
<b>Senior Health Education Officer-Non-Graduate</b>	
1st year of service	80,980
2nd year of service	84,161
<b>Senior Health Education Officer - Graduate</b>	
1st year of service	99,303
2nd year of service	103,398
3rd year of service	107,534
<b>Part-time Ethnic Health Worker (per hour)</b>	39.30
<b>Part-time Ethnic Day Care Co-ordinator (per hour)</b>	39.70
<b>Transferred Health Education Officer - Graduate (As at 01/10/1986)</b>	
9th year of service	90,225
On Maximum 12 months	94,766
On maximum further 12 months	99,317
<b>Hospital Scientists / Medical Technologists</b>	
<b>Chief Hospital Scientist</b>	
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:	
Less than 200 ADA.	
1st year (per week)	2,207.13
2nd year (per week)	2,268.53
3rd year and thereafter (per week)	2,345.50
If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:	
Over 200 ADA.	
1st year (per week)	2,345.50
2nd year (per week)	2,416.85
3rd year and thereafter (per week)	2,477.62
<b>Fellowship of A.I.M.T Allowance (per week)</b>	
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:	60.30
<b>Senior Hospital Scientist (senior medical technologist in-charge of section)</b>	
1st year (per week)	1,872.78
2nd year (per week)	1,935.29
3rd year and thereafter (per week)	1,989.22
<b>Hospital Scientist (Medical Technologist)</b>	
1st year (per week)	1,201.91
2nd year (per week)	1,246.81
3rd year (per week)	1,323.68
4th year (per week)	1,414.29
5th year (per week)	1,511.86
6th year (per week)	1,608.32
7th year (per week)	1,686.53
8th year (per week)	1,740.96
<b>Hospital Scientist (Medical Technologist) - United Dental Hospital</b>	
1st year (per week)	1,201.91



2nd year	(per week)	1,246.81
3rd year	(per week)	1,323.68
4th year	(per week)	1,414.29
5th year	(per week)	1,511.86
6th year	(per week)	1,608.32
7th year	(per week)	1,686.53
8th year	(per week)	1,740.96
<b>Hospital Scientist (Scientific Officer)</b>		
1st year	(per week)	1,201.91
2nd year	(per week)	1,246.81
3rd year	(per week)	1,323.68
4th year	(per week)	1,414.29
5th year	(per week)	1,511.86
6th year	(per week)	1,608.32
7th year	(per week)	1,686.53
8th year and thereafter	(per week)	1,740.96
<b>Senior or Chief Hospital Scientist (Senior Scientific Officer)</b>		
1st year	(per week)	1,872.78
2nd year	(per week)	1,935.29
3rd year	(per week)	1,989.22
4th year	(per week)	2,207.13
5th year	(per week)	2,268.53
6th year	(per week)	2,345.50
7th year	(per week)	2,416.85
8th year and thereafter	(per week)	2,477.62
<b>Allowances</b>		
Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.		
Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:		
<b>Senior/Principal H.S. Master of Science (per week)</b>		64.20
<b>Principal Hospital Scientist (Principal Scientific Officer)</b>		
1st year	(per week)	2,654.44
2nd year	(per week)	2,720.65
3rd year	(per week)	2,793.94
4th year	(per week)	2,860.46
5th year	(per week)	2,929.86
6th year	(per week)	2,998.33
7th year	(per week)	3,067.52
8th year	(per week)	3,137.72
9th year	(per week)	3,205.79
10th year and thereafter	(per week)	3,276.72
Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.		
<b>Trainee Hospital Scientist</b>		
1st year	(per week)	650.15
2nd year	(per week)	703.35
3rd year	(per week)	809.14
4th year	(per week)	927.31
5th year	(per week)	1,043.24
6th year	(per week)	1,149.01

The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.		
Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.		
<b>Senior Hospital Scientist In-Charge Of Section</b>		
1st year	(per week)	1,872.78
2nd year	(per week)	1,935.29
3rd year	(per week)	1,989.22
<b>Senior Or Chief Hospital Scientist In-Charge Of Lab</b>		
<b>Less than 200 ADA</b>		
1st year	(per week)	2,207.13
2nd year	(per week)	2,268.53
3rd year		2,345.50
<b>More than 200 ADA</b>		
1st year	(per week)	2,345.50
2nd year	(per week)	2,416.85
3rd year	(per week)	2,477.62
<b>Transferred Hospital Scientist (Scientific Officer) - Oliver Latham Laboratory</b>		
5th year	(per week)	1,511.86
6th year	(per week)	1,608.32
7th year	(per week)	1,686.53
8th year and thereafter	(per week)	1,740.96
<b>Transferred Senior or Chief Hospital Scientist (Senior Scientific Officer) - Oliver Latham Laboratory</b>		
1st year		97,719
2nd year		100,981
3rd year		103,795
4th year		115,165
5th year		118,369
6th year		122,385
7th year		126,108
8th year and thereafter		129,279
<b>Transferred Principal Hospital Scientist (Principal Scientific Officer) - Oliver Latham Laboratory</b>		
3rd year	(per week)	2,793.94
4th year	(per week)	2,860.46
5th year	(per week)	2,929.86
6th year	(per week)	2,998.33
7th year	(per week)	3,067.52
8th year	(per week)	3,137.72
9th year	(per week)	3,205.79
10th year & thereafter	(per week)	3,276.72
<b>Transferred Hospital Scientist (Scientific Officer) - I.C.P.M.R.</b>		
8th year	(per week)	1,740.96
<b>Transferred Senior Hospital Scientist (Senior Scientific Officer) - I.C.P.M.R.</b>		
1st year	(per week)	1,872.78
2nd year	(per week)	1,935.29
3rd year	(per week)	1,989.22
4th year	(per week)	2,207.13
5th year	(per week)	2,268.53
6th year	(per week)	2,345.50
7th year	(per week)	2,416.85
8th year and thereafter	(per week)	2,477.62
<b>Library Staff</b>		
<b>Librarian Grade 1</b>		
Year 1		63,015

Year 2	66,678	
Year 3	70,450	
Year 4	74,839	
Year 5	78,595	
Year 6	82,332	
<b>Librarian Grade 2</b>		
Year 1	85,785	
Year 2	89,147	
Year 3	93,578	
Year 4	97,335	
<b>Librarian Grade 3</b>		
Year 1	102,457	
Year 2	105,619	
Year 3	109,765	
Year 4	114,150	
<b>Librarian Grade 4</b>		
Year 1	117,570	
Year 2	121,031	
Year 3	124,603	
Year 4	128,485	
<b>Library Assistant</b>		
Year 1	49,287	
Year 2	52,307	
Year 3	55,585	
Year 4	59,728	
Year 5	61,935	
<b>Library Technician - Grade 1</b>		
Year 1	63,015	
Year 2	66,678	
Year 3	70,450	
Year 4	74,839	
<b>Medical Officers</b>		
<b>Intern</b>	67,950	
<b>Resident</b>		
1st year	79,648	
2nd year	87,603	
3rd year	99,218	
4th year	107,713	
<b>Registrar</b>		
1st year	99,218	
2nd year	107,713	
3rd year	116,240	
4th year	124,428	
<b>Senior Registrar</b>	139,900	
For the purposes of calculation of payments to officers pursuant to the provisions of this Award, one hour's pay shall be calculated in accordance with the following formula:		
Annual Salary x 1/ 52.17857 x 38		
and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6		
<b>Allowances</b>		
<b>Higher Medical Qualification Allowance</b>	<b>(per week)</b>	58.70

The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.	
The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.	
<b>Higher Medical Qualification Allowance - After 5 years (per week)</b> The qualification allowance is paid when an officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.	29.40
<b>Part-Time Medical Officers</b>	
(These rates are from Agreement No. 1 of 1975 and are applicable to part-time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part-time employment)	
Less than 3 years post-graduate experience (per hour)	57.50
More than 3 years post-graduate experience (per hour)	67.40
More than 6 years post-graduate experience (per hour)	81.10
Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.	
Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%	
Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.	
Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%	
<b>Transferred Medical Officers</b>	
Less than 6 years post graduate experience (per hour)	65.29
6 to less than ten years post graduate experience (per hour)	94.10
10 years or more post-graduate experience (per hour)	102.80
Possess Dip. of Psychological Medical (per hour)	96.56
Dip. of Psychological Medical more than 2 years (per hour)	102.80
Medical Officer - 5th Schedule - 10th year (per annum)	147,153
<b>Community Physician</b>	184,903
<b>Medical Records Administrator</b>	
1st year	60,238
2nd year	62,686
3rd year	65,988
4th year	69,025
5th year	72,153
6th year	75,674
7th year and thereafter	78,870
<b>Research/Analyst/Specialist Dept. Or Section</b>	84,078
<b>Medical Records Manager</b>	
Grade 1	86,658
Grade 2	89,680
Grade 3	93,168
Grade 4	100,566
Grade 5	104,073
Grade 6	107,794
Grade 7	111,782
Grade 8	120,356
Country Regions	104,073
<b>Medical Superintendents</b>	
<b>Chief Executive Officer</b>	
Level 1	232,929
- 16% Clinical Loading	37,269

Level 2	221,965
- 16% Clinical Loading	35,514
Level 3	211,000
- 16% Clinical Loading	33,760
Level 4	170,845
- 16% Clinical Loading	27,335
Level 5	156,235
- 16% Clinical Loading	24,998
<b>Medical Super/Deputy Chief Executive Officer</b>	
Level 1	221,965
- 16% Clinical Loading	35,514
Level 2	211,000
- 16% Clinical Loading	33,760
Level 3	196,397
- 16% Clinical Loading	31,424
Level 4	156,235
- 16% Clinical Loading	24,998
Level 5	148,927
- 16% Clinical Loading	23,828
<b>Deputy Medical Superintendent</b>	
Level 1	196,397
- 16% Clinical Loading	31,424
Level 2	170,845
- 16% Clinical Loading	27,335
Level 3	156,235
- 16% Clinical Loading	24,998
<b>Assistant Medical Superintendent</b>	
Level 1	
- 1st year	163,548
- 16% Clinical Loading	26,168
- 2nd year	170,845
- 16% Clinical Loading	27,335
Level 2	
- 1st year	148,927
- 16% Clinical Loading	23,828
- 2nd year	156,235
- 16% Clinical Loading	24,998
Level 3	
- 1st year	141,642
- 16% Clinical Loading	22,663
- 2nd year	148,927
- 16% Clinical Loading	23,828
Level 4	
- 1st year	127,026
- 16% Clinical Loading	20,324
- 2nd year	134,335
- 16% Clinical Loading	21,494
<b>Clinical Superintendent</b>	
Level 1	
- 1st year	148,927
- 16% Clinical Loading	23,828
- 2nd year	156,235
- 16% Clinical Loading	24,998
Level 2	
- 1st year	141,642
- 16% Clinical Loading	22,663

- 2nd year	148,927
- 16% Clinical Loading	23,828
<b>Allowances</b>	
16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base Award salary as varied from time to time with respect to their clinical work performed as part of their function.	
The qualification allowance shall only apply to those officers who were receiving this allowance as of April 1986 and have continued to remain in the position held by them as of that date.	
Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work (per week)	52.70
Diploma Hospital Administration issued AIHA (per week)	31.00
Diploma or Degree Hospital Administration from a University-where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration (per week)	31.00
Hospitals are graded at level indicated below:	
Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital	
Level 2 - St. Vincents Hospital, Darlinghurst, St. George Hospital, Royal Alexandra Hospital for Children.	
Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital - Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.	
Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital - North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St. Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.	
Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St. Joseph's Hospital - Auburn, St. Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.	
<b>Medical Administration Training Scheme</b>	
1st year	120,665
2nd year	127,026
3rd year	141,642
4th year	148,927
5th year	156,235
6th year	163,548
7th year	170,845
Exception of Annual Leave & Clinical Loading	
Annual Leave entitlement is 4 weeks	
No Clinical Loading is payable.	
<b>Music Therapist - Unqualified</b>	
1st year (per hour)	29.21
2nd year (per hour)	29.83
3rd year and thereafter (per hour)	30.34
<b>Nurse Counsellor Non-Graduate</b>	
1st year of service	55,182
2nd year of service	57,786

3rd year of service	61,106
4th year of service	64,176
5th year of service	67,466
<b>Nurse Counsellor Graduate</b>	
1st year of service	61,511
2nd year of service	64,463
3rd year of service	68,505
4th year of service	72,150
5th year of service	76,443
6th year of service	79,895
7th year of service	83,163
8th year of service	86,073
9th year of service	90,247
<b>Remedial Gymnast (Qualified)</b>	
1st year	53,405
2nd year	55,030
3rd year	58,296
4th year	61,339
5th year	64,472
6th year & thereafter	67,586
<b>Sessional Rates</b>	
<b>Music Therapist</b> (per session*)	224.00
<b>Occupational Therapist</b> (per session*)	224.00
<b>Orthoptist</b> (per session*)	224.00
<b>Physiotherapist</b> (per session*)	224.00
<b>Podiatrist</b> (per session*)	224.00
<b>Speech Pathologist</b> (per session*)	224.00
*Session = 3½ hours	
<b>Sexual Assault Workers - Non-Graduate</b>	
<b>Grade 1</b>	
1st year	52,868
2nd year	56,014
3rd year	59,087
4th year	62,206
5th year	65,166
<b>Grade 2</b>	
1st year	68,275
2nd year	71,318
<b>Social Educators</b>	
1st year	63,871
2nd year	67,833
3rd year	71,652
4th year	75,877
5th year	79,808
6th year	83,114
7th year	86,471
8th year & thereafter	90,225
<b>Program Director</b>	
1st year	114,908
2nd year	117,570
<b>Welfare Officers - Non-Graduate</b>	
<b>Grade 1</b>	
1st year	52,868
2nd year	56,014
3rd year	59,087
4th year	62,206

5th year	65,166
<b>Grade 2</b>	
1st year	68,275
2nd year & thereafter	71,318
<b>Allowance</b>	
Welfare Officer - Non-Graduate 2 years on maximum (per week)	66.50

### **PART C - LIST OF AWARDS**

*Public Hospitals (Medical Superintendents) Award*

*Public Hospitals (Career Medical Officers) (State) Award*

*Public Hospital (Medical Officers) Award*

*Hospital Scientists (State) Award*

*Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award*

*Public Hospitals Librarians (State) Award*

*Public Hospital Medical Record Librarians Award*

*Public Hospital Dental Assistants (State) Award*

*Health Employees Oral Health Therapists (State) Award*

*Health Employees Dental Officers (State) Award*

*Health Employees Dental Prosthetists and Dental Technicians (State) Award*



**PUBLIC HOSPITAL DENTAL THERAPISTS (STATE)  
AWARD**

**Date** 03/10/2006  
**Volume** 357  
**Part** 4  
**Page No.** 977  
**Description** AIRC - Award of Industrial Relations  
Commission  
**Publication No.** C4280  
**Category** Award  
**Award Code** 106  
**Date Posted** 03/09/2006

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**SERIAL C4280**

**PUBLIC HOSPITAL DENTAL THERAPISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6422 of 2005)

Before The Honourable Justice Boland

16 December 2005

**VARIATION**

**PART A**

**1. Arrangement**

Clause No.      Subject Matter

1. Arrangement
2. Definitions
3. Anti-Discrimination
4. Salaries
5. Conditions of Employment
6. Area, Incidence and Duration

## 2. Definitions

"Community Dental Health Programs Officer" means a person appointed as such and who is a Dental Therapist. A Community Dental Health Programs Officer also plans, implements and co-ordinates public dental health programs to improve the oral health of the community.

"Corporation" means the Health Administration Corporation.

"Dental Clinic" means any dental clinic whether fixed or mobile or any Dental Therapy Training School.

"Dental Therapist" means a person appointed as such and who possesses an approved certificate of proficiency in theory and technique in preventative and operative dental care of children.

"Dental Therapist Tutor" means a person appointed as such and who is a Dental Therapist. A Dental Therapist Tutor is also responsible for the development and delivery of education and training for those undergoing graduate and continuing education courses in dental therapy.

"Senior Dental Therapist" means a person who has not less than four years experience as a Dental Therapist and who is appointed to an established position of Senior Dental Therapist.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Union" means the Health Services Union.

## 3. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion:."

#### **4. Salaries**

- (a) Rates of pay for the relevant classifications, as defined in Clause 2 of this Award, shall be in accordance with the rates of pay for such classifications set out in the Health Professional and Medical Salaries (State) Award.
- (b) Provided that:
  - (i) the minimum commencing salary for a Dental Therapist who has had more than twelve months' but less than three years' post-qualification experience as a Dental Therapist shall be the rate prescribed for the 2nd year of service.
  - (ii) the minimum commencing salary for a Dental Therapist who has had three years' post-qualification experience as a Dental Therapist shall be the rate prescribed for the 3rd year of service.

#### **5. Conditions of Employment**

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

#### **6. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Dental Therapists (State) Award published 8 December 2000 (320 I.G. 1133) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.

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**New South Wales Industrial Relations Commission  
(Industrial Gazette)**

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**DENTAL THERAPISTS (STATE) AWARD**

<b>Date</b>	06/11/2004
<b>Volume</b>	344
<b>Part</b>	9
<b>Page No.</b>	
<b>Description</b>	RVIRC - Award Review Variation by Industrial Relations Commission
<b>Publication No.</b>	C2575
<b>Category</b>	Award
<b>Award Code</b>	106
<b>Date Posted</b>	06/10/2004

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## DENTAL THERAPISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5743 of 2003)

Before Mr Deputy President Grayson

12 December 2003

### REVIEWED AWARD

1. Delete the first paragraph "Association" in clause 2, Definitions of the award published 8 December 2000 (320 I.G. 1133), and insert in lieu thereof the following:

"Union" means the Health Services Union.

2. The changes made to the award review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principle for Review of Awards made by the Industrial Relations Commission of New South Wales on 29 April 1999 (310 I.G. 359) take effect on and from 12 December 2003.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

J. P. GRAYSON *D.P.*

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